



**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
April 25, 2017, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
  - Calendar of upcoming holidays and meetings.
  - Early Voting will begin at City Hall Monday, April 24<sup>th</sup> through May 2<sup>nd</sup>. Election Day is Saturday, May 6<sup>th</sup>. No voting will take place on Sundays. The times for early voting are posted at City Hall and on the City website.
  - Proclamation declaring May as Motorcycle Safety & Awareness month.
  - Proclamation declaring May as the National Historic Preservation month.
  - Proclamation declaring Historic Preservation Day.

**II. PUBLIC COMMENT**

Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquires about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.

**III. CONSENT AGENDA**

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Work Session Minutes
- B. City Council Minutes

- C. City Financials
- D. City Manager's Verbal Report
  - Hamilton St. right-of-way negotiation
  - Railroad silent crossing
  - State Highway 78 and Sycamore St. construction update
  - Automated meter infrastructure update
  - Audie Murphy Parkway force main progress
  - Camden Park Update
  - Wastewater system update

#### **IV. INFORMATIONAL ITEMS**

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. Texoma Housing Board Agenda

#### **V. READING OF ORDINANCES**

- A. Consider, discuss and act upon the 1<sup>st</sup> reading of Ordinance #2017-0425-001 updating the City Building Codes to the 2015 Editions.

#### **VI. REGULAR AGENDA**

- A. Consider, discuss and act upon contract with Kimley-Horn regarding the Clean Water State Revolving Fund of the Texas Water Development Board (TWDB), for sewer improvements.
- B. Consider, discuss and act upon water rates outside of corporate city limits.
- C. Update from the Fire Marshal.
- D. Update regarding the Comprehensive Plan Grant.
- E. Consider discuss and act upon appointing new Building & Property Standards Commission member
- F. Consider, discuss and act upon Resolution #2017-0425-001 regarding the Chamber of Commerce Yards of Yard Sales citywide participation and tourism effort.
- G. Consider, discuss and act upon the approval of the City's emergency management coordinator for the Collin County inter-jurisdictional Emergency Management Plan.
- H. Consider, discuss and act regarding street improvements on roadway adjacent to Wylie Drilling.
- I. Consider, discuss and act regarding resignation from Senior Citizens Board.

- J. Consider, discuss and act upon R-2017-0425-002 regarding the support for funding Collin County roadway projects.
- K. Update from Main Street regarding planning a citywide celebration for the City obtaining the National Historical designation.
- L. Consider, discuss and act upon a parking lot for businesses on Bob Tedford Dr.

**VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

**VIII. ADJOURNMENT**

**Dated this the 21<sup>st</sup> day of April, 2017.**

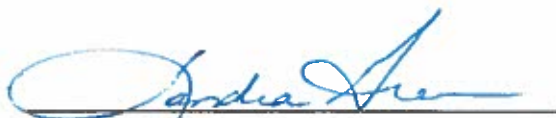


Diane C. Piwko, Mayor

*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).*

*Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.*

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted April 21, 2017 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



## **I. Preliminary Matters**

# April 2017

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
							1 Farmers & Fleas 9:00am
2		3 Main Street Board 5pm	4	5	6	7	8
9		10 FCDC (4B) 5:45pm	11 Senior Citizens Advisory Committee 4:00pm  City Council Workshop 5:00pm  City Council Meeting 6:00pm	12	13	14  City offices closed Good Friday	15
16		17 Parks Board 4:00pm  P&Z 6:30pm	18 Rotary Golf Tournament	19	20 FEDC (4A) 6:30 pm	21	22
23	30	24 Early Voting at City Hall  FISD school board meeting – 7:00 pm	25 Early Voting at City Hall  City Council Meeting 6:00pm	26 Early Voting at City Hall	27 Early Voting at City Hall  Library/Civic Center Meeting 4:30 pm @ Library  B&PS Meeting 6:00 pm	28 Early Voting at City Hall	29 Collin County Preservation Celebration

# May 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Early Voting at City Hall	2 Early Voting at City Hall	3	4 Public Hearing for Comprehensive Plan 6:00pm	5	6 Farmers & Fleas 9:00am  Plano Walking Club 8:00am  Election Day
7	8 FCDC (4B) 5:45pm  Main Street Board 4:45pm	9 City Council Meeting 6:00pm	10	11	12	13
14  Mother's Day	15 P&Z 6:30pm  Parks Board 4:00pm	16	17	18 FEDC (4A) 6:30 pm	19	20 Fire Department Fish Fry
21	22 FISD School Board Meeting 7:00pm	23 City Council Meeting 6:00pm	24	25 FISD Graduation  B&PS Meeting 6:00 pm	26	27
28	29 City offices closed Memorial Day	30	31			

# EARLY VOTING CALENDAR FOR CITY/SCHOOL/COLLEGE

MAY 6, 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 23</i>	<i>April 24</i> <b>8am – 5pm</b>	<i>April 25</i> <b>8am – 5pm</b>	<i>April 26</i> <b>8am – 5pm</b>	<i>April 27</i> <b>8am - 7pm</b>	<i>April 28</i> <b>8am - 5pm</b>	<i>April 29</i> <b>8am - 5pm</b>
<i>April 30</i>	<i>May 1</i> <b>7am – 7pm</b>	<i>May 2</i> <b>7am – 7pm</b>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i> <b>7am – 7pm</b> <b>Election Day</b>

\* City and School District voters may vote at any of the Early Voting locations open under full contract services with the Collin County Elections Administration.

# City of Farmersville Proclamation

**WHEREAS**, today's society is finding more citizens involved in motorcycling on the roads of our country; and

**WHEREAS**, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

**WHEREAS**, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

**WHEREAS**, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

**WHEREAS**, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike, to give each other the mutual respect they deserve;

**NOW, THEREFORE** I, Diane C. Piwko, Mayor of the City of Farmersville, do hereby proclaim the month of May 2017 as

## ***Motorcycle Safety and Awareness Month***

in the City of Farmersville. Further, I urge all residents to do their part to increase safety and awareness in our community.

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City to be affixed this 25th day of April in the year 2017.



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Diane C. Piwko, Mayor



# City of Farmersville Proclamation

WHEREAS, historic preservation in Farmersville is an effective tool for promoting economic development, supporting heritage tourism, maintaining community character, and enhancing the City's livability for Farmersville of all ages, walks of life and ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the theme for National Preservation Month 2017, cosponsored by Farmersville Main Street and the National Trust for Historic Preservation.

NOW, THEREFORE, I, Diane C. Piwko, Mayor of Farmersville, do hereby proclaim May 2017 as

## National Preservation Month

and call upon the people of Farmersville to join their fellow citizens across the United States in recognizing and participating in this special observance.

WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 25<sup>th</sup> day of April, 2017.



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Diane C. Piwko, Mayor



## City of Farmersville Proclamation

**WHEREAS**, the citizens of the City of Farmersville, local organizations and outside entities have endeavored to preserve and protect buildings and sites in the City of Farmersville which are deemed to have historical significance; and

**WHEREAS**, historical organizations in the City of Farmersville have endeavored to preserve and protect historical artifacts and material about the City of Farmersville; and

**WHEREAS**, much consideration and effort has gone into the education of our children and our community about the history of the City of Farmersville; and

**WHEREAS**, great effort has gone into making the history of the City of Farmersville available for the world to appreciate and to encourage heritage tourism; and

**WHEREAS**, cooperation between the citizens, local government and local organizations of the City of Farmersville along with concerned outside entities have resulted in a surge in the interest of the history of City of Farmersville and the undeniable dedication of its people that is demanded to address all issues related to keeping the history of the City of Farmersville alive and fresh on the minds of everyone.

**NOW, THEREFORE**, I, Diane C. Piwko, Mayor of the City of Farmersville, do hereby proclaim the 29<sup>th</sup> day of April as

### *Historic Preservation Day*

in the City of Farmersville. Further, I urge all residents to do their part to preserve the City of Farmersville and encourage the working relationship with the Collin County Historical Commission to continue the efforts in making the City of Farmersville a town of historical and beautiful places.

**WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City to be affixed this 25<sup>th</sup> day of April, 2017.



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Diane C. Piwko, Mayor

## **II. Public Comment**

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	NA
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.
Action	NA

### **III. Consent Agenda**

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Work Session Mintues
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Farmersville City Council Work Session Mintues
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



**FARMERSVILLE CITY COUNCIL  
WORK SESSION MINUTES  
For  
April 11, 2017, 5:00 P.M.**

**I. PRELIMINARY MATTERS**

- Mayor Piwko called the meeting to order at 5:00 pm. Council Members John Klostermann, Donny Mason, Michael Hesse, Mike Hurst, and Leaca Caspari were in attendance. City staff members Ben White, Sandra Green, Adah Leah Wolf, Trisha Dowell, Paula Jackson, and City Attorney, Alan Lathrom were also present.
- Mayor Piwko indicated the Prayer and Pledge of Allegiance will move to the Regular City Council Meeting.

**II. PUBLIC COMMENT**

- No one came forward to speak.

**III. REGULAR AGENDA**

- A. Discussion regarding the possibility of future annexations and plans or concepts to encourage annexation.
- Alan Lathrom addressed Council and went over the requirements of a General Law City to annex property. He presented a Power Point and went through each slide showing what was required to become a Home Rule City.
  - Ben White asked if the railroad would stop the annexation if the railroad kept the land from being contiguous to the City.
  - Alan Lathrom stated he would have to look up the laws and cases that deal with that, but he did not know right off hand.
  - Mike Hurst asked if it was feasible to have those water and sewer services to an annexed property at a later date than when they were annexed.

- Alan Lathrom stated the property owner has a right to disannex from the City if the City is unable to extend City services to the property within a specific time frame.
- Mayor Piwko asked if there was a typical time period that annexation would follow.
- Alan Lathrom indicated that a proposed annexation has to be heard by Council after the 5<sup>th</sup> day, but no later than the 30<sup>th</sup> day the written request was received. The City would provide notice to the residents in the area of the property, submit a notice in the paper, and hold two public hearings. The hearing could be held on the same day. But, you cannot have the reading of the Ordinance on the same day as the public hearing. After all that has been completed there is a 90 day period the City will have to have the property annexed.
- Mike Hurst asked if the City goes from General Law to a Home Rule City would it be required to immediately start annexing properties.
- Alan Lathrom indicated that immediate annexation is not required. He explained there are several reasons to become a Home Rule City. He stated there were bills in the legislature now that are trying to limit annexation laws. The State of Texas is one of the states that does not provide funds for infrastructure for its Cities. These funds are collected by Cities through impact fees, water tap fees, and other various fees. There is also annexation by election, which inhabitants of an area may petition the City to hold an election in the area at which the qualified voters of the area may vote on the question of whether the area should become part of the City. The City can annex land it owns if the land is not contiguous to the current city limits and that makes the land around it eligible to become annexed.
- Mayor Piwko asked if there was a current bill in the Legislature that incorporated a law where the whole City could vote on whether they want specific areas in the City.
- Alan Lathrom indicated there were several other steps to annexation and he was just giving an overview. Chapter 43 of the Texas statutes is very difficult to analyze and interpret.
- Mayor Piwko asked what would happen if someone had land that was land locked, but the City wanted to annex it.
- Alan Lathrom explained a Home Rule City could annex the land. If services were located on a property that was in the ETJ, a General Law City could annex that property. But, the property owners would be able to disannex within a three year period if they chose to.
- Mike Hurst inquired as to whether septic was regulated by Collin County.
- Alan Lathrom indicated that it was.



- Ben White indicated there were a couple of properties that have come to the City and inquired about being annexed. A concrete plant on the east side of U.S Highway 380 and Home Grown Plants on the west side of U.S Highway 380.
- Mayor Piwko stated her, Mike Hurst, and a representative from 4A went out and spoke to the owner of Home Grown Plants and he wanted to have a contract worked out because he will need sewer services. The other property for possible annexation came up unexpectedly. Mayor Piwko explained the developer, Big D Concrete, Inc., invited Ben White and her to visit other sites the company owns. He plans on building the cement company in the August 2017 time frame.
- Ben White indicated the owner wanted sewer services to his facility.
- Donny Mason asked if at one time there was going to be a lift station at Home Grown Plants.
- Ben White indicated they were looking in to it.
- Mayor Piwko explained the cement plant would be good tax revenue for the City.

B. Discussion regarding the possible conversion from a Type A General Law City to a Home Rule City.

- Alan Lathrom addressed Council and stated that a General Law City could change to a Home Rule City by having a reasonable basis of having 5,000 inhabitants and by having a charter Home Rule election. He continued by going through the Power Point presentation.
- Ben White asked for a definition of inhabitants.
- Alan Lathrom indicated that statute does not spell out the definition of what an inhabitant is. There is nothing that spells out about how a City goes through a charter election. He explained that Home Rule Cities have the ability to adopt regulations of where sex offenders could reside, safe areas and protection zones. General Law Cities cannot. There are two ways to get to Home Rule. The City Council, through two-thirds majority vote, may order an election to create a charter commission who would write the charter. The City Council must order such an election if asked to do so by at least ten percent of the City's qualified voters. The Charter Commission would consist of fifteen members to write the charter. Once the charter has been completed, the residents must vote on the proposed charter. The City Secretary would be required to send a copy of the charter to every resident who is eligible to vote by regular mail.

- Mayor Piwko wanted Alan Lathrom to discuss the makeup of the Charter Commission.
- Alan Lathrom explained that it would be okay for appointed members of boards to be on the commission, but City Council member would probably be a conflict of interest since the Council would have to approve it at a Council meeting.
- Leaca Caspari asked if it should be a wide array of members on the commission.
- Alan Lathrom stated it would work better if the commission was made up of a wide array of people and it was best if they go out and ask other members of the community for ideas and thoughts.
- Mike Hurst spoke and stated that he had researched inhabitants and sometimes the number of water meters that are issued is how it could be calculated. You have inhabitants of nursing homes and apartments to consider as well. It appears the City may be right at the threshold of moving into Home Rule. He asked Alan Lathrom if the City pursued Home Rule, what would be the time frame. He inquired as to whether it could be on the November ballot.
- Alan Lathrom indicated with amendments and cleanup work it would be a three or four month process. It would depend on how often the Charter Commission met.

#### **IV. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- None

#### **V. ADJOURNMENT**

- Meeting was adjourned at 6:07 p.m.

APPROVE:

\_\_\_\_\_  
Diane C. Piwko, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.B
Subject	City Council Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## **FARMERSVILLE CITY COUNCIL REGULAR SESSION MINUTES**

**For  
April 11, 2017, 6:07 P.M.**

### **I. PRELIMINARY MATTERS**

- Mayor Piwko called the meeting to order at 6:07 p.m. Council members John Klostermann, Donny Mason, Michael Hesse, Mike Hurst and Leaca Caspari were all present. City staff members Ben White, Sandra Green, Adah Leah Wolf, Marsha Phillips, Kim Morris, Rick Ranspot, Trisha Dowell, and City Attorney, Alan Lathrom, were also present.
- Prayer was led by the City of Farmersville Planning & Zoning Commissioner Craig Overstreet, followed by the pledges to the United States flag and Texas flag.
- City offices will be closed on Friday, April 14<sup>th</sup> in observance of Good Friday.
- Early Voting will begin at City Hall Monday, April 24<sup>th</sup> through May 2<sup>nd</sup>. Election Day is Saturday, May 6<sup>th</sup>. No voting will take place on Sundays. The times for early voting are posted at City Hall and on the City website.
- The City of Farmersville Commercial Historic District was recently listed in the National Register of Historic Places.
- Adah Leah Wolf has announced that she will be retiring in November.
- Congratulations to Adah Leah Wolf who is nominated for the "Excellence in Historical Education" Award of the Collin County Historical Commission.
- Congratulations to Chief Mike Sullivan and Lt. Brian Alford who will be accepting an award for the City of Farmersville Police Department for the "Texas Police Chief's Best Practices" Recognition Program.
- The North Central Texas Council of Governments will hold a Transportation Public Meeting on Wednesday, April 12, 2017 at 2:30 p.m., in Arlington, Texas at 616 Six Flags Drive.
- Ben White stated Police Chief Mike Sullivan and Lt. Brian Alford were accepting an award that very few cities our size receive and wanted to point

out the great work the Police department is doing. He also thanked Adah Leah Wolf for her dedication and hard work. He stated she will be missed when she retires.

## **II. PUBLIC COMMENT**

- Donna Williams, who resides at 1985 State Highway 78 N, is deeply saddened and concerned about the items she is seeing posted on social media by city officials. She wanted to know if a city official posted items on social media are they subject to open records. She indicated that public records are being destroyed if those messages are removed from the social media site. She stated she worried about residents who do not attend Council meetings to see how they are conducted and then believe what they hear. She explained because of her position on City boards she has been hesitate to discuss some issues that she felt needed to be addressed. So, she stated she would be tendering her resignation to the Community Development Board. She explained she has served on the board for the past four (4) years. She requested that her resignation be placed on the next Council agenda for it to become official.

## **III. CONSENT AGENDA**

- A. City Council Minutes
  - B. Zoning Board of Adjustment Minutes
  - C. Police Department Report
  - D. Code Enforcement/Animal Control Report
  - E. Fire Department Report
  - F. Municipal Court Report
  - G. Warrant Officer Report
  - H. Public Works Report
  - I. Library Report
  - J. City Manager's Report
- Mayor Piwko asked to pull the Code Enforcement/Animal Control Report, Public Works Report, and the City Manager's Report.
    - Motion to approve Reports A, B, B, E, F, G, and I made by Leaca Caspari
    - 2<sup>nd</sup> to approve was made by John Klostermann
    - All council members voted in favor
  - Mayor Piwko first discussed the Code Enforcement/Animal Control Report. She stated the Council had put effort into making sure three

major areas were being addressed. Those areas included brush, debris, fences, and appliances left outdoors. She inquired if the Council felt like these issues were being addressed. She indicated she believed the City was having success with the program since some properties have removed items discussed. She commended Code Enforcement about following through with Council's request and addressing these issues.

- Motion to approve Code Enforcement/Animal Control Report made by Michael Hesse
  - 2<sup>nd</sup> to approve was made by Leaca Caspari
  - All council members voted in favor
- 
- Mayor Piwko addressed the Public Works Report and stated she had questions regarding the report. She asked about the Sharyland rates at the substation.
  - Ben White indicated the City challenged the rates of Sharyland and was told to send a Motion to Intervene to the Public Utility Commission. The City noticed the rates were not reasonable and it looked like they were double compared to other substations. The City has signed off on paperwork contesting the Sharyland rates for the City's retail providers in the surrounding area. Our substation was included in that consideration. The City has asked the attorney to intervene on the rates at the substation. After completing the paperwork, it was found that the City could handle the complaint one-on-one with Sharyland to try and lower the rate to an amount that was more reasonable.
  - Mayor Piwko asked what amount of savings the City was looking at.
  - Ben White indicated it would be a significant amount.
  - Michael Hesse asked if it was possible to go back and receive a refund for the rates the City was overcharged originally.
  - Ben White indicated the City could not. Right now the City was going forward and asking for a reduction in rates. The thought of having the Lower Colorado River Authority come in and build a new substation was something that has been discussed. Then, the City would close the other substation. The most effective thing would be to stay with Sharyland and receive a lower rate.
  - Mayor Piwko stated that Ben White spends a lot of time working on the electric portion of the City.
  - Leaca Caspari asked about the status of the Main Street grant.
  - Ben White explained the City signed the contract with the State on February 14, 2017. The grant has been awarded to the City, but we cannot start on the project until a final letter has been received that

states the project can commence.

- Mayor Piwko stated that she wanted to go back to the electric discussion. She wanted Ben White to give an explanation of the fusing and segmentation of the electric system.
- Ben White indicated the City was in a holding period and the idea was that staff segment the City so that we can isolate issues. By doing that, it does not damage all the lines.
- Mayor Piwko asked if the reason the City was having power outages was because of this.
- Ben White explained the issues the City has been having was from the main transmission lines coming from Texas New Mexico. He stated that after the tornado the Christmas before last the lines were rebuilt. Unfortunately, the City has had a lot of transmission lines that have gone down this year compared to other years. If the lines go down, they have to be disconnected and the City's feeder lines are redirected into the Sharyland feed.
  - Motion to approve Public Works Report made by Michael Hesse
  - 2<sup>nd</sup> to approve was made by Mike Hurst
  - All council members voted in favor
- In regards to the City Manager's Report Mayor Piwko wanted an update regarding the easement switch the Council condemned at a previous meeting.
- Ben White stated the original lift station in the west that would be built to service U.S. Highway 380, Camden Park, and the surrounding area was going to be placed on the Medlock property. Mr. Stevenson, another land owner, told Ben White he would entertain the idea of giving the City an easement on his property. If we do not go to the Medlock property, which was just sold to someone else, it may be possible to put a lift station on Home Grown Plants property which will suite the owner if he decided to be annexed into the City. The new proposed location would allow the City to camouflage the lift station better.
- Mayor Piwko asked if the City would still go through the condemnation of the Midkiff property.
- Ben White indicated the City still had to go through with the condemnation because of a needed easement on the Midkiff property. He explained that Eddy Daniel was in the middle of updating documents for the condemnation.
- Mayor Piwko asked if the new location would be cheaper.
- Ben White indicated that it would be easier because it would go downhill more, but it will be a little more expensive because the City

would have to bore under U.S. Highway 380.

- Leaca Caspari asked about special events/projects. She commented on House Bill 387 and Senate Bill 2 and stated she agreed with the actions of communicating in support or opposition of the bills. But, she stated to her recollection the Council did not give direction to proceed forward with those items.
- Ben White stated he had received direction from Council in an Executive Session from a previous meeting. He thought it was best to put that communication in the report.
- Leaca Caspari brought up other bills being proposed that she felt were important to discuss and wondered why they were not addressed as well.
- Ben White indicated if there were other bills that needed to be addressed then they could be discussed.
- Mike Hurst asked if Ben White has had any more discussion with the Camden Park owner.
- Ben White indicated the development agreement was in progress and there had been discussions about what would go into the agreement. The owner was looking for reassurances the City's lift station would be in place for his development.
- Mayor Piwko asked if he had submitted preliminary plans yet.
- Ben White indicated the owner has not. The owner is asking questions about the City's parking ordinances because he was wanting to place a three story apartment complex on the property. Ben White explained he would not be surprised if the owner comes in the future and asks for a variance on parking. He indicated he would be meeting with the owners of the trucks on Bob Tedford Drive the following week to discuss moving the trailers and cleaning the area up to be more appealing.
- Mike Hurst asked if Ben White knew the time frame of the project.
- Ben White explained the lift station will determine a lot. The construction loan was due to come in soon.
  - Motion to approve City Manager's Report made by John Klostermann
  - 2<sup>nd</sup> to approve was made by Mike Hurst
  - All council members voted in favor

#### **IV. INFORMATIONAL ITEMS**

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further



information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Meeting Minutes
- B. FEDC (4A) Financial Report
- C. FCDC (4B) Meeting Minutes
- D. FCDC (4B) Financial Report
- E. Main Street Board Minutes
- F. Main Street Report
- G. Building & Property Standards Minutes
- H. Texoma Housing Board Agenda Packet
  - o Motion to approve all reports made by Leaca Caspari
  - o 2<sup>nd</sup> to approve was made by Mike Hurst
  - o All council members voted in favor

## **V. READING OF ORDINANCES**

- A. Consider, discuss and act upon the 1<sup>st</sup> reading of Ordinance #2017-0411-001 updating the City Building Codes to the 2015 Editions.
  - Mayor Pikwo read the title block of the Ordinance.
  - Ben White requested the Council table the item until the next meeting because he did not like the NCTCOG amendments that were included in the Ordinance.
  - Mayor Pikwo asked if adopting the news codes would change any of the fire codes the Council previously approved.
  - Ben White stated they would not undo them.
    - o Motion to table until the next City Council meeting made by John Klostermann
    - o 2<sup>nd</sup> to approve was made by Leaca Caspari
    - o All council members voted in favor

## **VI. REGULAR AGENDA**

- A. Consider, discuss and act upon a budget amendment request from FEDC (4A) in order to fund the cost of drone videos as marketing tools.
  - Kevin Meguire, Chairman of the FEDC (4A) Board explained he wanted to request a budget amendment in the amount of \$22,110.00. That amount would be an increase of \$7,410.00 from last year's budget. It would be used for marketing, specifically drone videos to help marketing. The videos would be on the City's website and would work to increase interest in properties in the Farmersville area.

- Leaca Caspari stated she appreciated Kevin Meguire's leadership he has shown to the FEDC (4A) Board.
  - Motion to approve budget amendment made by Leaca Caspari
  - 2<sup>nd</sup> to approve was made by John Klostermann
  - All council members voted in favor
- Mayor Piwko adjourned the meeting for a five (5) minute break at 7:02 p.m.
- Mayor Piwko announced the continuing of the meeting at 7:05 p.m.
- A video was played that showed an example of what the proposed drone video might look like.

**B. Presentation from City Attorney regarding legislative updates**

- Alan Lathrom addressed Council and explained he had over 300 copies of paper with seven to ten bills per page that were submitted. Some of the bills were duplicates and no one knows which ones will go forward. Right now the Legislature is attacking cities. They are trying to take away local control of the government from the people. Senate Bill 1 is looking to reduce the funding from the Legislature to public schools. They want the funding to be the responsibility of the school districts through ad valorem taxes. Senate Bill 2 is looking to reduce the amount of revenue that can be generated by cities for infrastructure. They want the rollback taxes to go from 8% to 4%. There are bills trying to get a rollback election every time. Some bills are wanting to place a cap on ad valorem taxes. There are numerous bills that are trying to change the exemptions that are available to support veterans and their families. Tax codes are in a state of upheaval right now. They are trying to further reduce the ability of cities to annex properties into the City from the ETJ. They are wanting elections every time something is going to be annexed. If annexation goes away, Texas would be the only state that would not allow cities to annex. They are continuously trying to chip away at the Home Rule authorities. TML has been asking people to come out and testify.
- Ben White stated the City tried to send someone to Austin in opposition.
- Leaca Caspari stated economics is a big portion of annexation. The school districts will find it necessary to raise the taxes to help fund education and she hoped the Council would share their views with the State Representatives. She asked Alan about eminent domain.
- Alan Lathrom stated if a change of use takes place then the State is

wanting the cities to pay the rollback taxes and all interest that was assessed. But, it does not define what a change of use is.

Alan Lathrom indicated that impact fees cannot be used to redevelop older portions of towns. The impact fees can only be used for new development. All the money for the redevelopment comes from ad valorem taxes.

- Mayor Piwko asked when the new laws would go in to effect if they were accepted.
- Alan Lathrom indicated they would take effect September 1<sup>st</sup>, except changes to the constitution will take longer.

C. Consider, discuss and provide direction regarding leash laws within the City.

- Leaca Caspari spoke to Council and explained the item was on the agenda because a citizen came and spoke at the last meeting and asked for it to be placed on the agenda. The Code Enforcement Officer had expressed some gray areas with the Ordinance.
- Rebecca Rohr, citizen of Farmersville, stated she asked the Code Enforcement Officer for the Ordinance regarding leash laws. She explained that she received a ticket and attended court for excessive barking and the code was listed on the ticket, but the Ordinance she received was not the same as the one that was written on the ticket. She was informed by the Code Enforcement Officer that if a dog stays on the owner's property it was not required to be on a leash. When the Police Officer came out to give me the ticket he asked that I call the police every time the dog was out without a leash. Her concern is that the dog has bitten before.
- Ben White asked Alan Lathrom if Section 11-45 addressed the issue.
- Leaca Caspari went even further and read from Section 11-45 stating "to leave the animal unrestrained by leash and unattended in any manner that allows the animal to enter the private property of another" should cover the dog from going on to another property and biting someone.
- Alan Lathrom read from Section 11-115(a) and (b).
- Leaca Caspari stated that maybe the Ordinance needed to spell it out clearly.
- Police Officer Marsha Phillips stated Chief Sullivan gave her three copies of ordinances from other cities to show how they worded the leash requirement. She indicated the police department did not have a preference on the wording.
- Ben White stated the Ordinance seemed pretty clear, but he would have to speak to the Code Enforcement Officer about enforcing it.

- Leaca Caspari said it needs to be clearly written in the Ordinance like the other cities have done.
- Ben White asked Alan Lathrom if we have the authority to enforce it by ticketing the owner of the pet.
- Leaca Caspari stated the Code Enforcement Officer expressed concern that it was not very clear and the City should address it. While we address that issue, maybe we include more information about staking down an animal.
- Alan Lathrom indicated the Ordinance states that an animal cannot be tethered down.
- Mayor Piwko stated she did not see an issue with the Ordinance the City already had in place. She explained the only gray area she saw was whether or not electric fences were allowed.
- Leaca Caspari indicated she did not see an issue with Council amending the Ordinance to make it clearer.
- Rebecca Rohr indicated she did not want the Code Enforcement Officer to get in trouble because she felt like she was very professional and helpful.
- Alan Lathrom stated we could clarify Section 11-45 and add a provision that states all animals have to be confined at all times, whether on a leash or tethered, and could bring it to Council in the future.
- Mike Hurst stated that staff should just clarify the Ordinance to read "Farmersville City Ordinance requires that all pets be restrained by a leash, chain, or fenced yard and it is unlawful for an owner to fail to prevent their pet from running at large within the city limits of Farmersville, or allow them to run free in the City anywhere".
- Alan Lathrom indicated it would be simple to create an amendment to the Ordinance that would allow the leash law to be clear.
  - Motion to direct staff to amend the Ordinance made by Mike Hurst
  - 2<sup>nd</sup> to approve was made by John Klostermann
  - All council members voted in favor

D. Update regarding the Collin County Strategic Roadway Plan

- Ben White addressed Council and went over several slides regarding the Roadway Plan. He indicated State Highway 78 would be a thoroughfare like the one through Wylie and Sachse. Collin County was looking for support from cities and stakeholders about possible alignment. He stated talks continued regarding State Highway 121 extension out of McKinney. He indicated he would continue to ask for an option over the lake. He tried to call the District Engineer and was not successful, but will continue to keep trying.

- Mike Hurst indicated TxDOT had most of the funding for the roadways.
  - Ben White stated Collin County would also have a bond to help fund construction.
- E. Consider, discuss and act upon resignation of Building & Property Standards Board Member.
- Motion to accept resignation made by Donny Mason
  - 2<sup>nd</sup> to approve was made by Michael Hesse
  - All council members voted in favor
- F. Consider, discuss and act upon funding for Fire Department training.
- Chief Kim Morris explained that training first responders/firefighters for emergency situations is critical. A volunteer does not just simply put out fires. They also respond to wrecks and emergency situations. Most schools for responder's to attend would cost anywhere from \$1,000 to \$1,500. This would be difficult for some to pay. Chief Morris explained the answer is to form their own school. Our department is lucky enough to have a certified instructor, Joseph Brigandi, who serves as our Emergency Services Director. Mr. Brigandi has reached out and acquired contracts with AMR, Dr. Pearlman out of McKinney, and the State's Accreditation Department. Having our own school would allow us to incorporate a 200 hour, self-paced, on line course where we would meet periodically to go over training. They would complete hands on training in emergency rooms, ambulances, and working as a first responder. The course would be open to all applicants, but would be focused on the City of Farmersville Fire Department. Mr. Brigandi told Chief Morris the cost could be cut down to approximately \$830 a person and would include books, required uniform shirts, and basic course cost. The first class would begin in May. Chief Morris asked Council to approve a budget amendment of \$5,000 for the school. This amount would cover a least six to seven members of the fire department this year.
  - Ben White explained he was behind this amendment and supported it. The Fire Department was going to try and fund it themselves, but he suggested the department bring it to Council. They may put limits on requirements to take the course. For example, if the person left the City they might have to repay the City for the training. This would be an ongoing budget item to aide in the training of the fire personnel. The City currently has funds in surplus to allow the amendment, but in the future the City would have to find a way to move money around to cover it.
  - Michael Hesse explained that he would like to allow police officer's to take part in the additional training.

- Ben White stated it seemed like Chief Sullivan would be on board with the idea. Each year the City could raise the amount of money in the budget for the training, but start with \$5,000 now.
    - Motion to amend budget for \$5,000 made by John Klostermann
    - 2<sup>nd</sup> to approve was made by Michael Hesse
    - All council members voted in favor
- G. Discussion regarding Electioneering by the City and/or the City's Elected and Appointed Officials
- Alan Lathrom addressed Council and stated that electioneering was a violation of the Texas Election Code regarding City funds, City time, City employee time, or City materials or resources being used in order to support or oppose any type of election. That applies to bond projects, individual elections, or for propositions. City funds can only be used for factual information. When the City has its own bond package they cannot promote their own bond on their website, send a flyer in water bills, or use any other means of gaining support or opposition. Any elected officials that engage in electioneering may be guilty of a Class A Misdemeanor and that would require jail time and/or a fine. He read from the Code of Ethics and stated that city officials can support a bond proposal, candidate, or propositions as long as there is no mention of their title or position in the city. A violation of the ethics provisions is a Class C Misdemeanor that could be a fine up to \$500.
  - Leaca Caspari asked if it would be inappropriate of her on the Council to make threats to someone in person, by phone, or on social media regarding current bond issues. Would it be appropriate of her to make threats using her position of appointment to City boards regarding bond issues. Would it inappropriate of her to make misleading statements about other city officials or candidates of city office boards regarding their positions on bond issues.
  - Alan Lathrom stated he was here to address those items as they are set out in the Code of Ordinances. It would be a question as to whether someone would be utilizing something for personal gain or personal benefit. He explained he was not at the meeting to be a judge or jury as whether certain conduct may or may not be appropriate.
  - Leaca Caspari asked if she, as a sitting City Council member, used the threat of her appointment power on a board against a city organization or individual was not an issue, or is was something that could not be addressed.
  - Alan Lathrom indicated the discussion would not be within the scope of what was on the agenda to discuss. He indicated if Council wanted to

- go into Executive Session they could do that.
- Mayor Piwko asked if it was possible to send support of a bond to Collin County for the roadway projects that will be on the November election. They are asking for councils in the area to support their possible funding options in the form on a Resolution. She stated she would find it hard to believe they would send out the request if it was not allowed.
- Alan Lathrom indicated the City might want to discuss that with their bond counsel.

Meeting was dismissed into Executive Session at 8:25 p.m.

**EXECUTIVE SESSION-** Discussion of Matters Permitted by Texas Government Code Chapter 551:

A. Section 551.074, DELIBERATION REGARDING PERSONNEL MATTERS

1. Discussion regarding electioneering and conduct of City Official's

**RECONVENE FROM EXECUTIVE SESSION AND CONSIDER/DISCUSS/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551-074 OF THE TEXAS GOVERNMENT CODE** at 9:11 p.m.

- A. There was no action to be taken after Executive Session

**VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS**

- Mayor Piwko requested an update from the Main Street Board regarding the National Historic Registry celebration.
- Mayor Piwko also wanted an item on the next agenda concerning the endorsement request from Collin County on a bond election for roadways in November.

**VIII. ADJOURNMENT**

- Meeting was adjourned at 9:12 p.m.

APPROVE:

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Diane C. Piwko, Mayor

ATTEST:

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Sandra Green, City Secretary



Agenda Section	Consent Agenda
Section Number	III.C
Subject	City Financials
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	City Financial Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**City of Farmersville  
Investment and Budget Report**

**March 2017**

**Prepared by: Daphne Hamlin**

## MEMO

To: Benjamin White, City Manager  
From: Daphne Hamlin, City Accountant  
Date: April 13<sup>th</sup>, 2017  
Subject: March 2017 Budget Report

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of March, 6/12 months or 50% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 50% level, and to have 50% remaining budget for the remaining of the year.

Presented in this format are: 1) an executive summary describing current budget issues, 2) budgetary comparison schedules of each major operating fund of the city, and 3) a fiscal year to date activity summary for cash and investments.

### **Executive Summary**

The major operating funds that are part of the annual operating budget of the city are the general, water & wastewater, refuse, and electric funds.

#### **General Fund**

Total revenues in the general fund are 60.42% collected and total expenses are 54.56%.

Ad Valorem collections currently received is 99.08%. Delinquent Ad Valorem received is 95.77%

Sales Tax current collection rate of 62.96%. Sales Tax exceeded expectations.

Municipal Court Revenues current collection rate of 45.30%.

Interest Earned is slowly on the rebound, still exceeding expectations, current collection rate 244.98%

#### **Refuse Fund**

Total revenues are 56.23% and total expenses are 51.05%.

### Water & Wastewater Fund

Total revenues for the Water Fund are 46.32% Water expenses in Administration are 60.47%. Water Department overall expenditures are 51.49%

Total revenues for the Wastewater Fund are 48.75% Wastewater expenses are 38.66%.

### Electric Fund

Total revenues are 41.11%; the expenses are at 51.52%, includes transfers to general fund. Revenues compared to March 2016 where at 41.27%. We are still monitoring this fund closely

### Cash Summary

The cash summary is attached.

# SUMMARY OF CASH BALANCES MARCH 2017

ACCOUNT: FNB (0815)	Interest Earned	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>				
General Fund			\$ 402,415.78	
Permit Fund			\$ (27,698.56)	
Refuse Fund			\$ 79,735.26	
Water Fund			\$ (419,708.58)	
Wastewater Fund			\$ 477,345.06	
Electric Fund			\$ (507,076.87)	
CC Child Safety	\$ 23,683.05			
2012 Bond	\$ 136,427.78			
Law Enf Training	\$ 12,198.97			
Disbursement Fund	\$ (190,031.91)			
Library Donation Fund	\$ 2,641.87			
Court Tech/Sec	\$ 15,642.80			
JW Spain Grant	\$ 50,000.00			
Grants	\$ (60,597.22)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
<b>TOTAL:</b>	<b>\$ 89.26</b>	<b>\$ 125,620.74</b>	<b>\$ 5,012.09</b>	<b>\$ 130,632.83</b>
<b>Debt Service Accounts</b>				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 108.07	\$ 203,876.98		
Debt Service Reserve (Texpool 0014 ) (2 months	\$ 57.26	\$ 108,370.71		
<b>TOTAL:</b>	<b>\$ 165.33</b>	<b>\$ 312,247.69</b>		<b>\$ 312,247.69</b>
<b>Appropriated Surplus Investment Accounts</b>				
Customer meter deposits (Texpool 0008)	\$ 57.14	\$ 108,161.00		
2012 G/O Bond, streets, water, wastewater (Tex	\$ 943.90	\$ 1,456,313.58	-	
<b>TOTAL:</b>	<b>\$ 1,001.04</b>	<b>\$ 1,564,474.58</b>	<b>\$ -</b>	<b>\$ 1,564,474.58</b>
<b>Unassigned Surplus Investment Accounts</b>				
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day Re	\$ 458.01	\$ 866,700.00		
Water/WW Fund (Texpool 0003)(Operating 90 c	\$ 314.38	\$ 595,214.44		
Water/WW Fund (Texpool 00017)(Capital)	\$ 399.88	\$ 757,122.38		
Elec. Fund (Texpool 0005) (Operating)	\$ 26.37	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 170.05	\$ 321,995.74		
Elec. Surcharge (Texpool 0015)	\$ 64.22	\$ 121,555.33		
Money Market Acct. (FNB 092)	\$ 9.35		\$ 73,399.05	
<b>TOTAL:</b>	<b>\$ 1,442.26</b>	<b>\$ 2,712,587.89</b>	<b>\$ 73,399.05</b>	<b>\$ 2,785,986.94</b>
<b>Contractor Managed Accounts Nonspendable</b>				
NTMWD Sewer Plant Maint. Fund		\$ 18,100.17		
<b>TOTAL APPROPRIATED SURPLUS</b>		<b>\$ 18,100.17</b>	<b>\$ -</b>	<b>\$ 18,100.17</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>		<b>\$ 4,733,031.07</b>	<b>\$ 78,411.14</b>	<b>\$ 4,811,442.21</b>

## SUMMARY OF CASH BALANCES MARCH 2017

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account (Independent Bank 7909)	\$	12.06	\$	297,419.73	
FEDC 4A Investment Account (Texpool 0001)	\$	327.57	\$	620,237.32	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	67.12	\$	250,000.00	
<b>TOTAL:</b>	\$	<b>406.75</b>	\$	<b>1,167,657.05</b>	\$ - \$ 1,167,657.05

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	5.61	\$	143,620.02	
FCDC 4B Investment Account (Texpool 0001)	\$	45.08	\$	85,335.54	
<b>TOTAL:</b>	\$	<b>50.69</b>	\$	<b>228,955.56</b>	\$ - \$ 228,955.56

TIRZ Account					
County Tax Deposits (FNB 01276)	\$	40.46	\$	114,544.45	
<b>TOTAL:</b>			\$	<b>114,544.45</b>	\$ - \$ 114,544.45

Note: Salmon color used to indicate an item dedicated to a specific project or need

Note: Standard & Poor's Rating Service assigned A+/long-term stable rating to Farmersville, Texas

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin completed to satisfy that requirement:

10-2014 NCTCOG - Public Funds Inv Act.

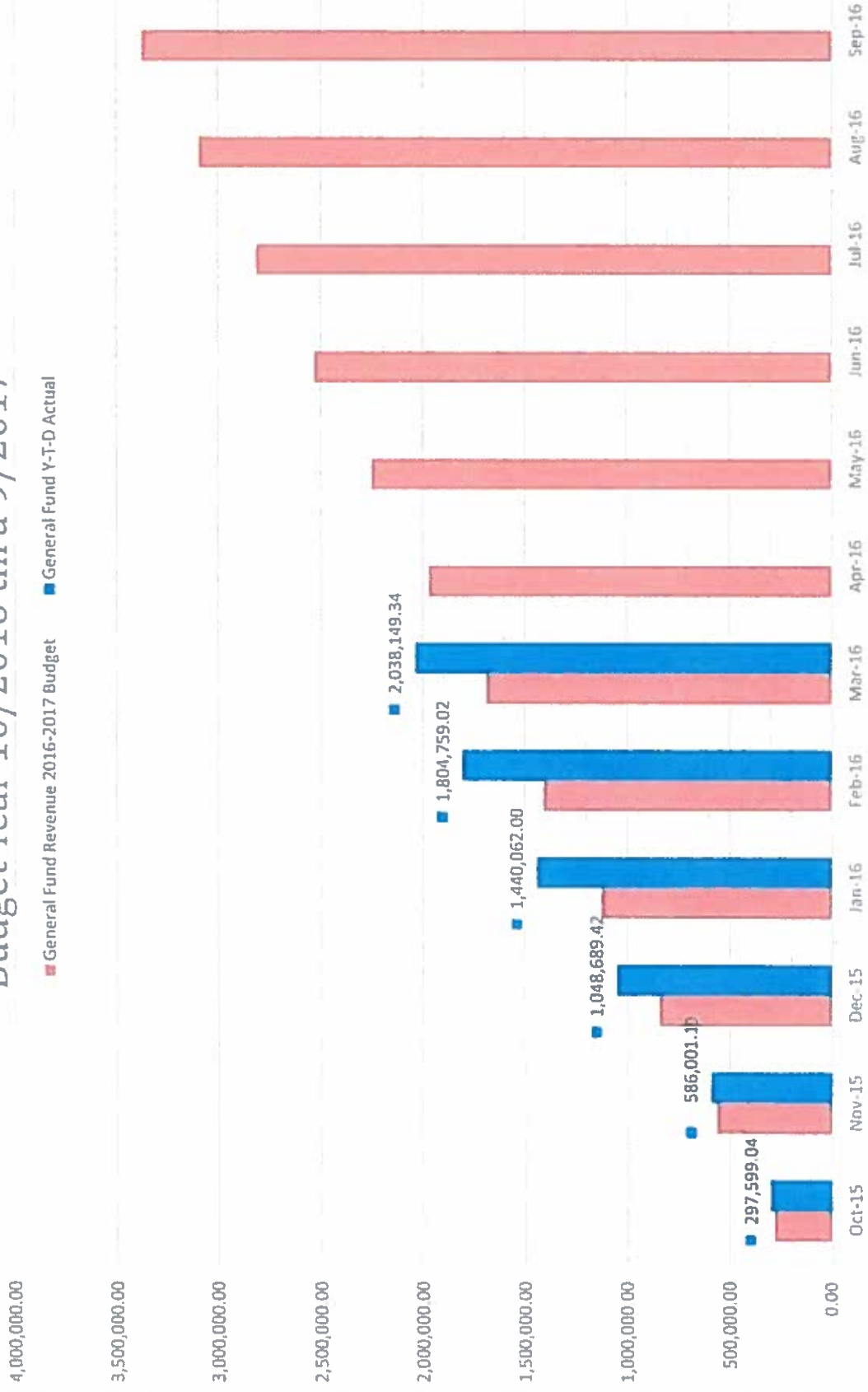
I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's Investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

Daphne Hamlin

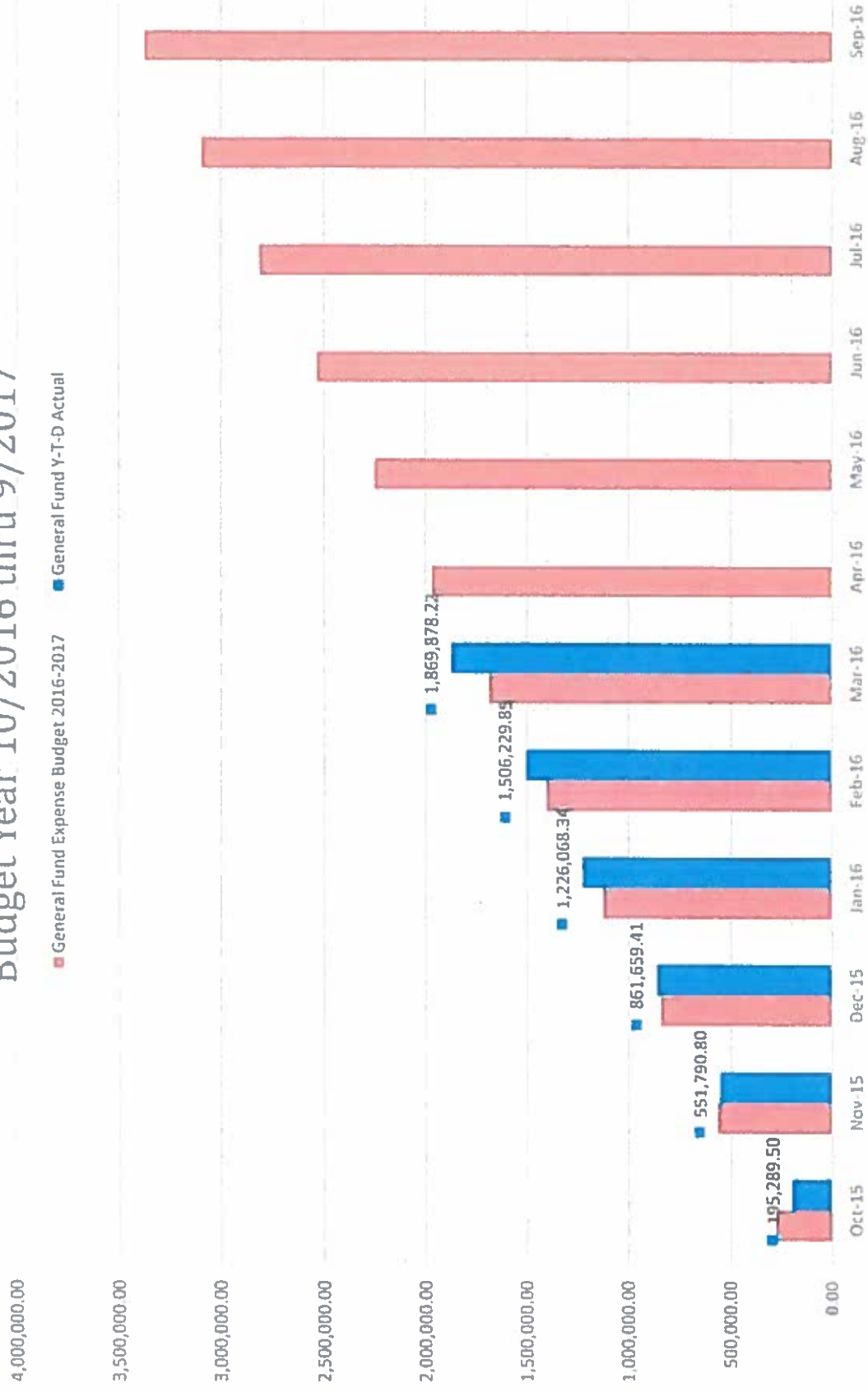
Daphne Hamlin, City Investment Officer

# General Fund Revenue Progress Budget Year 10/2016 thru 9/2017

■ General Fund Revenue 2016-2017 Budget ■ General Fund Y-T-D Actual

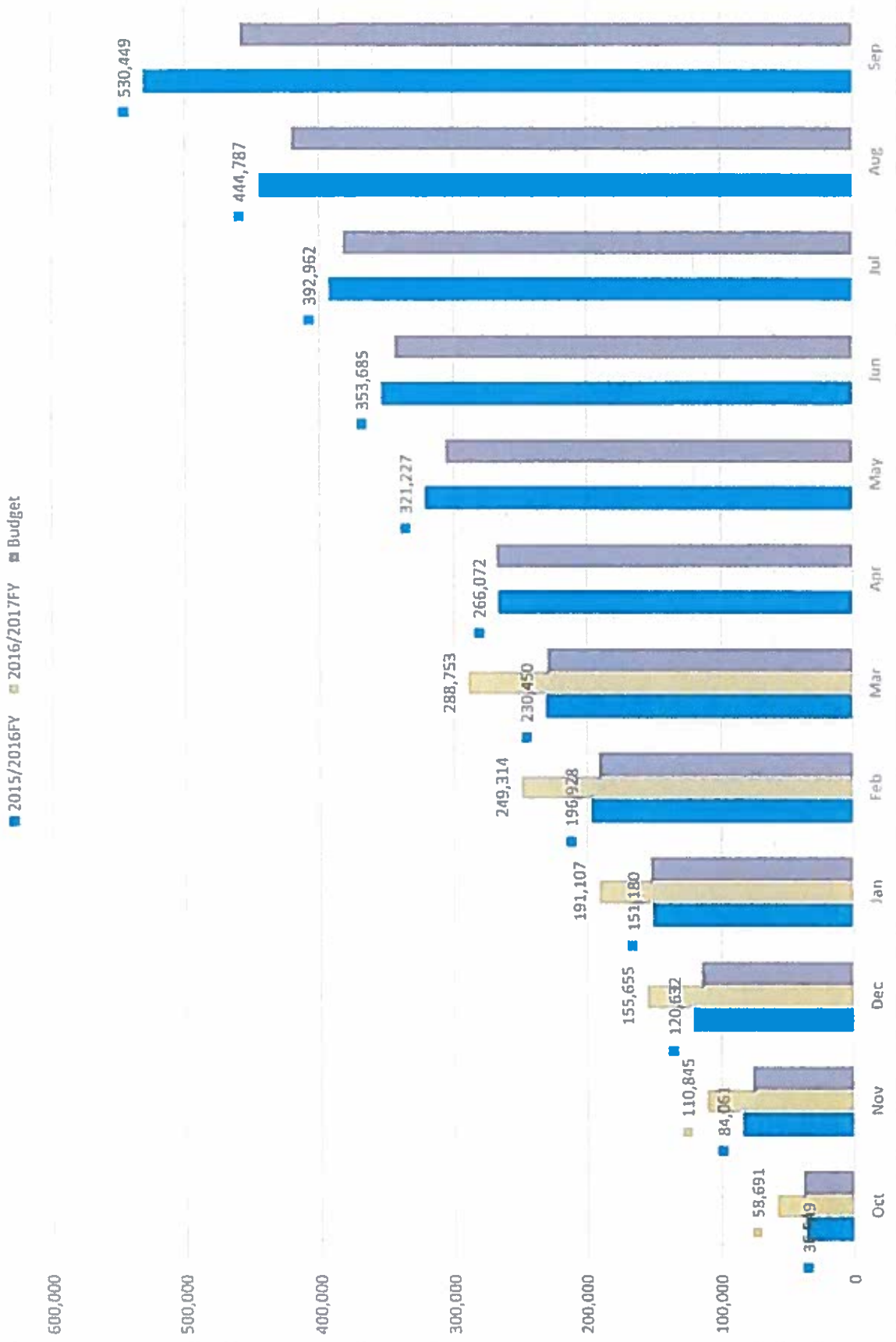


# General Fund Expense Budget Year 10/2016 thru 9/2017

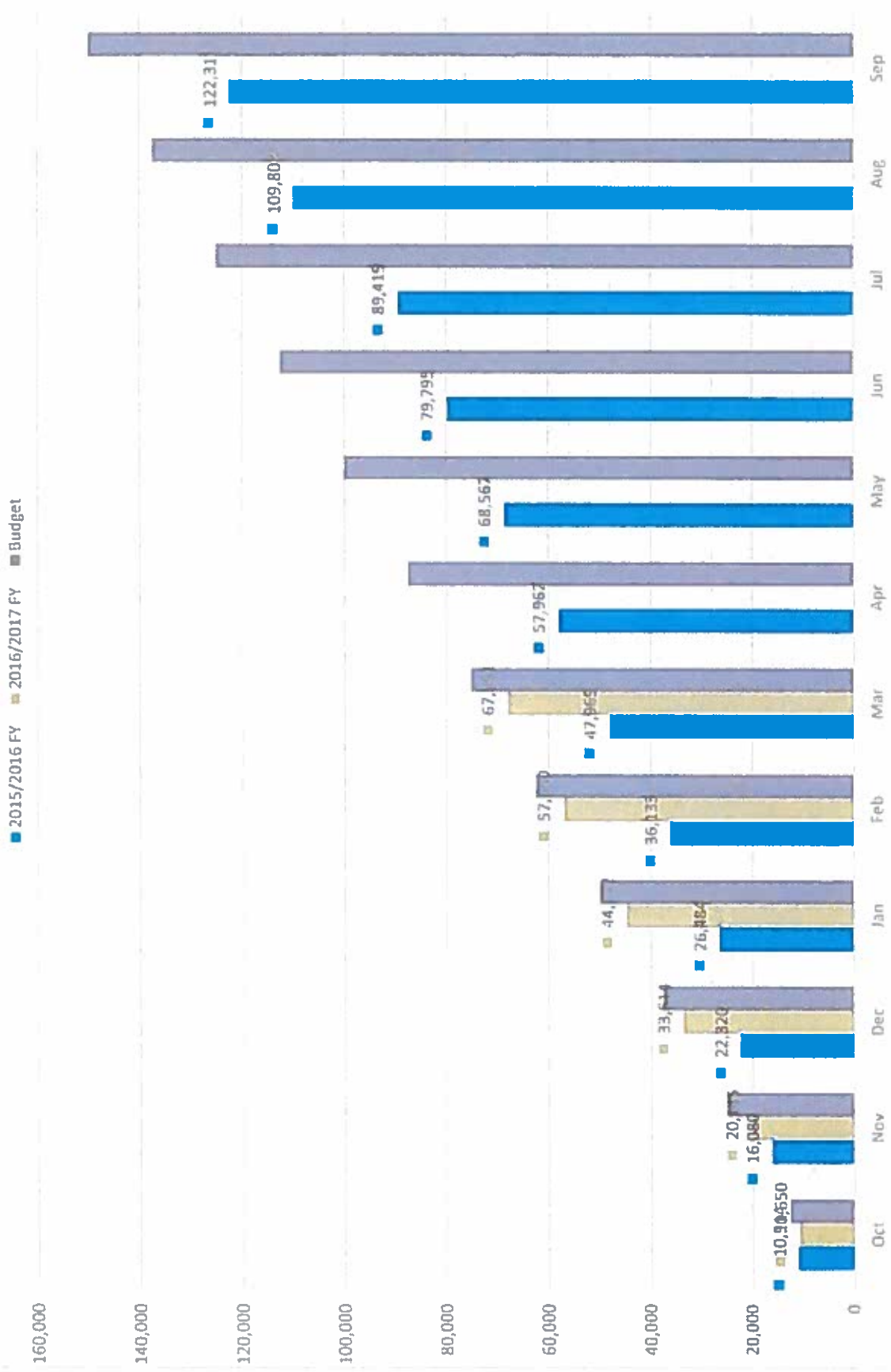




# Sales Tax Chart Comparison



Municipal Court Revenue Comparison Chart



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>REVENUE SUMMARY</b>						
00-REVENUE	3,373,230	233,390.32	2,038,149.34	0.00	1,335,080.66	60.42
TOTAL REVENUES	3,373,230	233,390.32	2,038,149.34	0.00	1,335,080.66	60.42
<b>EXPENDITURE SUMMARY</b>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	150.00	900.00	0.00	1,140.00	44.12
CONTRACTS & PROF. SVCS	150	0.00	1,000.00	0.00	850.00	666.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	11,355	0.00	9,116.18	0.00	2,238.82	80.28
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	13,545	150.00	11,016.18	0.00	2,528.82	81.33
12-ADMINISTRATION						
PERSONNEL SERVICES	276,617	30,201.83	128,684.43	0.00	147,932.57	46.52
CONTRACTS & PROF. SVCS	126,200	20,738.88	79,527.88	0.00	46,672.12	63.02
MAINTENANCE	101,590	6,191.44	51,867.53	0.00	49,722.47	51.06
UTILITIES	21,100	1,934.27	9,914.16	0.00	11,185.84	46.99
SUPPLIES	23,000	1,279.91	10,188.87	0.00	12,811.13	44.30
MISCELLANEOUS	45,750	3,599.19	15,155.49	0.00	30,594.51	33.13
CAPITAL EXPENDITURES	115,425	18,457.32	132,131.54	939.61	17,646.15	115.29
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	709,682	82,402.84	427,469.90	939.61	281,272.49	60.37
14-MUNICIPAL COURT						
PERSONNEL SERVICES	140,325	15,953.57	75,442.17	0.00	64,882.83	53.76
CONTRACTS & PROF. SVCS	25,150	2,180.00	9,749.30	0.00	15,400.70	38.76
MAINTENANCE	11,530	487.37	6,250.64	0.00	5,279.36	54.21
UTILITIES	1,200	101.84	575.40	0.00	624.60	47.95
SUPPLIES	8,500	378.45	3,531.24	0.00	4,968.76	41.54
MISCELLANEOUS	8,200	195.34	4,820.26	0.00	3,379.74	58.78
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	194,905	19,296.57	100,369.01	0.00	94,535.99	51.50
15-LIBRARY						
PERSONNEL SERVICES	124,405	13,259.32	63,353.64	0.00	61,051.36	50.93
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	34,220	1,346.79	15,299.03	0.00	18,920.97	44.71
UTILITIES	9,750	814.64	4,786.43	0.00	4,963.57	49.09
SUPPLIES	3,700	68.31	2,016.32	0.00	1,683.68	54.50
MISCELLANEOUS	3,850	36.00	3,184.23	0.00	665.77	82.71

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>CAPITAL EXPENDITURES</b>	15,000	1,764.91	4,998.67	550.83	9,450.50	37.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	190,925	17,217.97	93,638.32	550.83	96,735.85	49.33
<b>16-CIVIC/CENTER</b>	16,000	359.08	4,977.12	0.00	11,022.88	31.11
UTILITIES	16,000	359.08	4,977.12	0.00	11,022.88	31.11
TOTAL 16-CIVIC/CENTER						
<b>21-POLICE DEPT.</b>	796,112	86,690.61	397,097.36	0.00	399,014.64	49.88
PERSONNEL SERVICES	50,642	480.00	9,125.36	0.00	41,516.64	18.02
CONTRACTS & PROF. SVCS	1,000	0.00	4.15	0.00	995.85	0.42
MISCELLANEOUS	81,118	2,977.38	40,668.83	702.00	39,747.17	51.00
MAINTENANCE	40,500	2,572.75	18,314.86	0.00	22,185.14	45.22
UTILITIES	46,600	9,155.27	26,727.55	434.00	19,438.45	58.29
SUPPLIES	27,000	835.00	16,265.31	0.00	10,734.69	60.24
MISCELLANEOUS	41,523	2,000.00	117,883.46	15,851.75	92,212.30	322.08
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	1,084,495	104,711.01	626,086.88	16,987.75	441,420.28	59.30
TOTAL 21-POLICE DEPT.						
<b>22-FIRE DEPT.</b>	181,692	25,854.47	108,140.37	0.00	73,551.63	59.52
PERSONNEL SERVICES	42,639	28,319.90	38,684.58	0.00	3,954.42	90.73
CONTRACTS & PROF. SVCS	500	0.00	0.00	0.00	500.00	0.00
MISCELLANEOUS	33,780	2,799.56	12,363.67	1,064.52	20,351.81	39.75
MAINTENANCE	1,500	173.97	1,157.79	0.00	342.21	77.19
UTILITIES	27,329	1,732.49	6,309.84	0.00	21,019.25	23.09
SUPPLIES	12,000	300.00	9,454.50	0.00	2,545.50	78.79
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	299,440	59,180.39	176,110.75	1,064.52	122,264.82	59.17
TOTAL 22-FIRE DEPT.						
<b>34-STREET SYSTEM</b>	210,852	16,023.57	59,909.60	0.00	150,942.40	28.41
PERSONNEL SERVICES	7,800	1,650.00	3,409.50	0.00	4,390.50	43.71
CONTRACTS & PROF. SVCS	112,942	3,165.22	48,916.43	3,738.80	60,286.77	46.62
MISCELLANEOUS	6,500	82.40	626.70	0.00	5,873.30	9.64
MAINTENANCE	8,950	522.97	3,449.05	0.00	5,500.95	38.54
UTILITIES	11,000	324.54	2,966.65	0.00	8,033.35	26.97
SUPPLIES	1,500	128.40	517.20	0.00	982.80	34.48
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	359,544	21,897.10	119,795.13	3,738.80	236,010.07	34.36
TOTAL 34-STREET SYSTEM						
<b>60-PUBLIC WORKS BLDG</b>	44,875	14,477.63	68,773.38	0.00	23,898.38	153.26
PERSONNEL SERVICES	13,500	0.00	2,130.00	0.00	11,370.00	15.78
CONTRACTS & PROF. SVCS	45,500	1,107.86	22,505.56	1.00	22,993.44	49.46
MISCELLANEOUS	62,000	440.80	1,760.62	0.00	60,239.38	2.84
MAINTENANCE	21,940	1,056.53	9,480.22	0.00	12,459.78	43.21
UTILITIES	500	0.00	0.00	0.00	500.00	0.00
SUPPLIES						

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	250	0.00	0.00	0.00	250.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	188,565	16,201.22	104,649.78	1.00	83,914.22	55.50
39-PARKS						
PERSONNEL SERVICES	40,625	2,997.67	15,459.94	0.00	25,165.06	38.06
CONTRACTS & PROF. SVCS	81,750	0.00	15,647.63	0.00	66,102.37	19.14
MISCELLANEOUS	20,000	445.90	13,977.09	0.00	6,022.91	69.89
MAINTENANCE	16,500	1,721.17	5,539.92	0.00	10,960.08	33.58
UTILITIES	82,100	3,236.89	17,121.81	0.00	64,978.19	20.85
SUPPLIES	7,500	0.00	993.44	0.00	6,506.56	13.25
MISCELLANEOUS	0	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	248,975	8,401.63	68,739.83	0.00	180,235.17	27.61
71-DEBT SERVICE						
DEBT SERVICE	163,606	33,830.56	137,025.35	0.00	26,580.65	83.75
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	163,606	33,830.56	137,025.35	0.00	26,580.65	83.75
TOTAL EXPENDITURES	3,469,682	363,648.37	1,869,878.25	23,282.51	1,576,521.24	54.56
REVENUE OVER/(UNDER) EXPENDITURES	( 96,452)	( 130,258.05)	168,271.09	( 23,282.51)	( 241,440.58)	150.32-

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

## 100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	715,870	34,225.91	709,318.00	0.00	6,552.00	99.08
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	12,400	2,939.99	11,875.66	0.00	524.34	95.77
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	458,600	39,439.60	208,755.64	0.00	169,844.36	62.96
100.00.5722.000 BEVERAGE TAX	2,600	0.00	1,399.57	0.00	1,200.43	53.83
100.00.5730.000 FRANCHISE FEES - GARBAGE	38,442	8,179.59	16,359.31	0.00	22,082.69	42.56
100.00.5731.000 FRANCHISE FEES - GAS	34,000	0.00	28,267.49	0.00	5,732.51	83.14
100.00.5732.000 SKYBEAM	58,320	4,860.00	29,160.00	0.00	29,160.00	50.00
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	0.00	6,505.70	0.00	5.70	100.09
100.00.5734.000 FRANCHISE FEES - TELE.	4,500	1.92	4,960.35	0.00	460.35	110.23
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	3,300.21	3,300.21	0.00	9,699.79	25.39
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	35,000	5,485.73	15,617.36	0.00	19,382.64	44.62
100.00.5742.000 PLANNING & ZONING FEES	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5743.000 FEES	100	40.00	55.00	0.00	45.00	55.00
100.00.5744.000 PENALTIES	150,000	10,900.93	67,951.09	0.00	82,048.91	45.30
100.00.5745.000 CNTY FIRE RUNS	111,427	0.00	53,143.96	0.00	58,283.04	47.69
100.00.5746.000 UNION SHED RENTAL	1,000	50.00	350.00	0.00	650.00	35.00
100.00.5747.000 COUNTY LIBRARY FUND	15,960	0.00	0.00	0.00	15,960.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 MAIN STREET EVENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	16,747	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	0	1,395.64	8,373.84	0.00	8,373.16	50.00
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	600.00	0.00	600.00	0.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	1,050	547.27	2,572.31	0.00	1,522.31	244.98
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	2,000.00	7,000.00	0.00	5,000.00	58.33
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	0.00	0.00	0.00	0.00	0.00
100.00.5769.000 OTHER INCOME	25,000	2,113.54	2,758.79	0.00	4,441.21	38.32
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	6,504.12	0.00	18,495.88	26.02
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	61.00	0.00	61.00	0.00
100.00.5773.000 REVENUE RESCUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	700	0.00	0.00	0.00	700.00	0.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

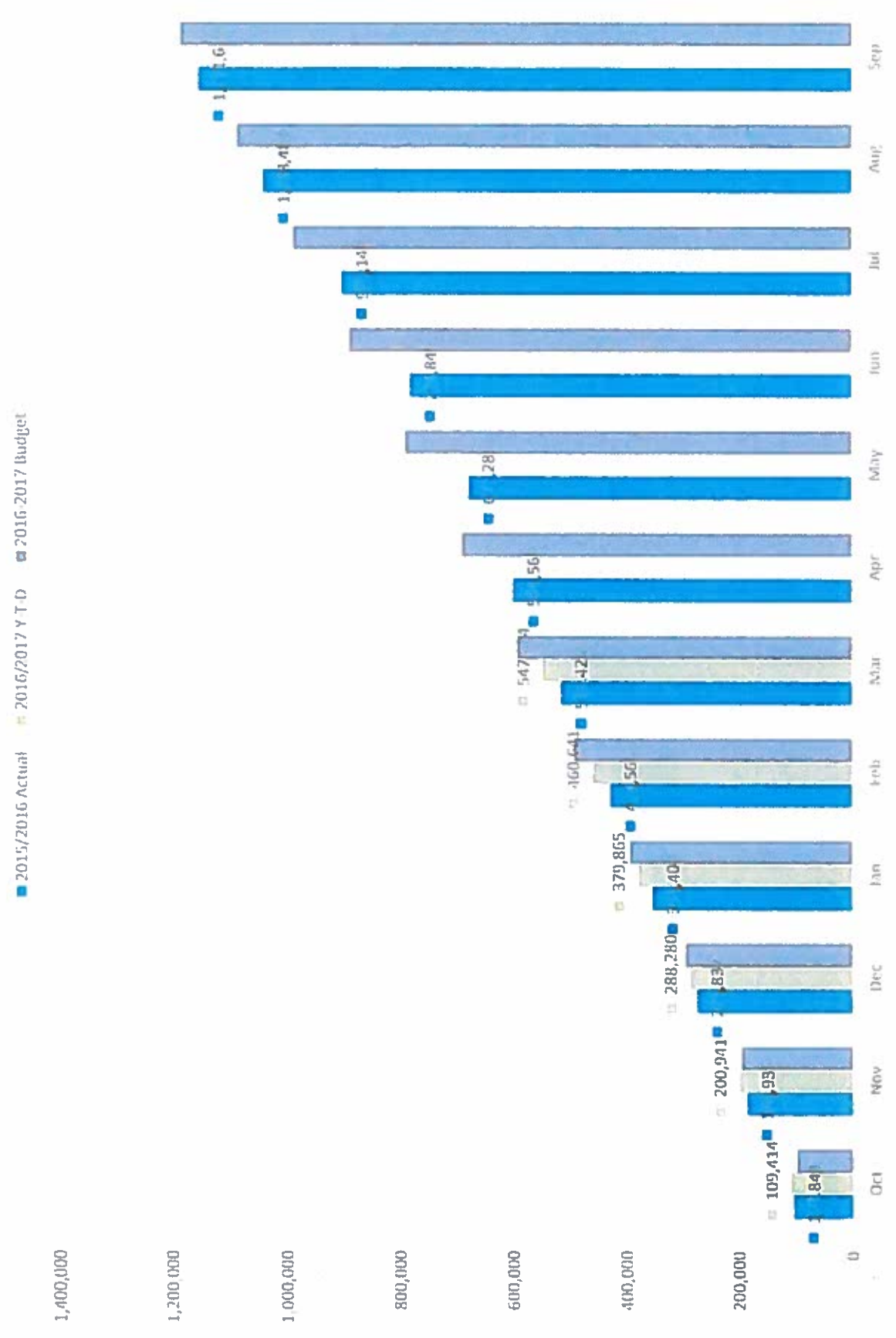
CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

## 100-GENERAL FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.83	10,354.98	0.00	10,355.02	50.00
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,800.00	0.00	1,800.00	50.00
100.00.5794.000 CIVIC RENT	5,500	137.50	2,825.00	0.00	2,675.00	51.36
100.00.5795.000 4B SALARY	63,793	0.00	63,800.00	0.00	7.00)	100.01
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	0	0.00	0.00	0.00	0.00	0.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,388,960	115,746.66	694,479.96	0.00	694,480.04	50.00
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	167,651	0.00	0.00	0.00	167,651.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	3,373,230	233,390.32	2,038,149.34	0.00	1,335,080.66	60.42
TOTAL REVENUE	3,373,230	233,390.32	2,038,149.34	0.00	1,335,080.66	60.42

# Water Revenue Comparison Chart





# Water Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

00 - REVENUE	1,182,736	87,242.69	547,884.47	0.00	634,851.53	46.32
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TOTAL REVENUES

EXPENDITURE SUMMARY

00 - TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT						

12-ADMINISTRATION

PERSONNEL SERVICES	68,711	7,276.76	38,344.98	0.00	30,366.02	55.81
CONTRACTS & PROF. SVCS	700	0.00	0.00	0.00	700.00	0.00
MAINTENANCE	23,197	621.00	17,975.59	0.00	5,221.41	77.49
UTILITIES	6,350	547.89	2,671.03	0.00	3,678.97	42.06
SUPPLIES	1,000	389.60	1,418.09	0.00	418.09	141.81
MISCELLANEOUS	10,500	967.52	6,381.76	0.00	4,118.24	60.78
TOTAL 12-ADMINISTRATION	110,458	9,802.77	66,791.45	0.00	43,666.55	60.47

52-STORM WATER SYSTEM

PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	4,500.00	0.00	4,500.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	4,500.00	0.00	4,500.00	0.00

35-WATER DEPT.

PERSONNEL SERVICES	136,590	24,798.77	121,346.81	0.00	15,243.19	88.84
CONTRACTS & PROF. SVCS	73,655	48,915.22	70,518.50	1,791.00	1,345.50	98.17
MISCELLANEOUS	122,000	2,506.70	39,423.94	555.00	82,021.06	32.77
MAINTENANCE	5,500	473.00	818.07	0.00	4,681.93	14.87
UTILITIES	26,550	2,468.67	14,826.56	0.00	11,723.44	55.84
SUPPLIES	720,852	59,456.54	302,571.65	0.00	418,280.35	41.97
MISCELLANEOUS	14,000	196.28	1,445.18	0.00	12,554.82	10.32
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.16	60,936.96	0.00	60,937.04	50.00
TOTAL 35-WATER DEPT.	1,221,021	148,971.34	611,887.67	2,346.00	606,787.33	50.30

## TOTAL EXPENDITURES

	1,331,479	158,774.11	683,179.12	2,346.00	645,953.88	51.49
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## REVENUE OVER/(UNDER) EXPENDITURES

	( 148,743 )	71,531.42	( 135,294.65 )	( 2,346.00 )	( 11,102.35 )	92.54
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CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

## 700-WATER FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	280.00	2,358.99	0.00	1,141.01	67.40
700.00.5744.000 PENALTIES	15,000	1,312.49	7,970.56	0.00	7,029.44	53.14
700.00.5745.000 AGREEMENTS AND CONTRACTS	129,000	11,843.44	81,084.24	0.00	47,915.76	62.86
700.00.5746.000 IMPACT FEE	4,055	787.00	787.00	0.00	3,268.00	19.41
700.00.5751.000 CITY WATER SALES	1,028,481	72,638.89	452,704.35	0.00	575,776.65	44.02
700.00.5753.000 WATER TAP FEES	1,200	0.00	1,200.00	0.00	0.00	100.00
700.00.5762.000 INTEREST EARNED	0	380.87	1,779.33	0.00	279.33	118.62
700.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,182,736	87,242.69	547,884.47	0.00	634,851.53	46.32
TOTAL REVENUE	1,182,736	87,242.69	547,884.47	0.00	634,851.53	46.32

# City Sewer Sales Comparison Chart

■ 2015/2016-FY   ■ 2016/2017 Y-T-D Actual   ■ Budget 2016/2017

1,200,000

1,000,000

800,000

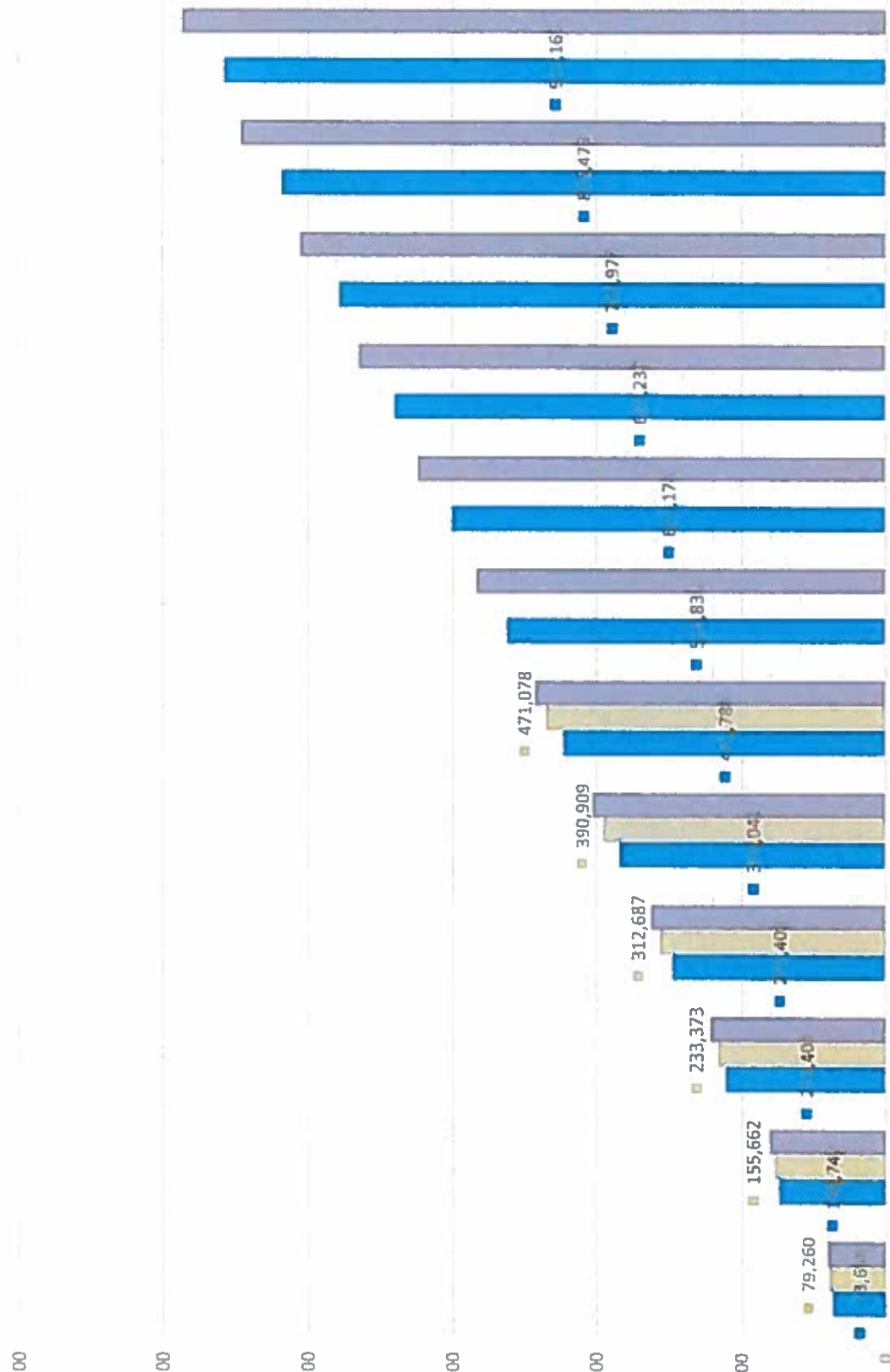
600,000

400,000

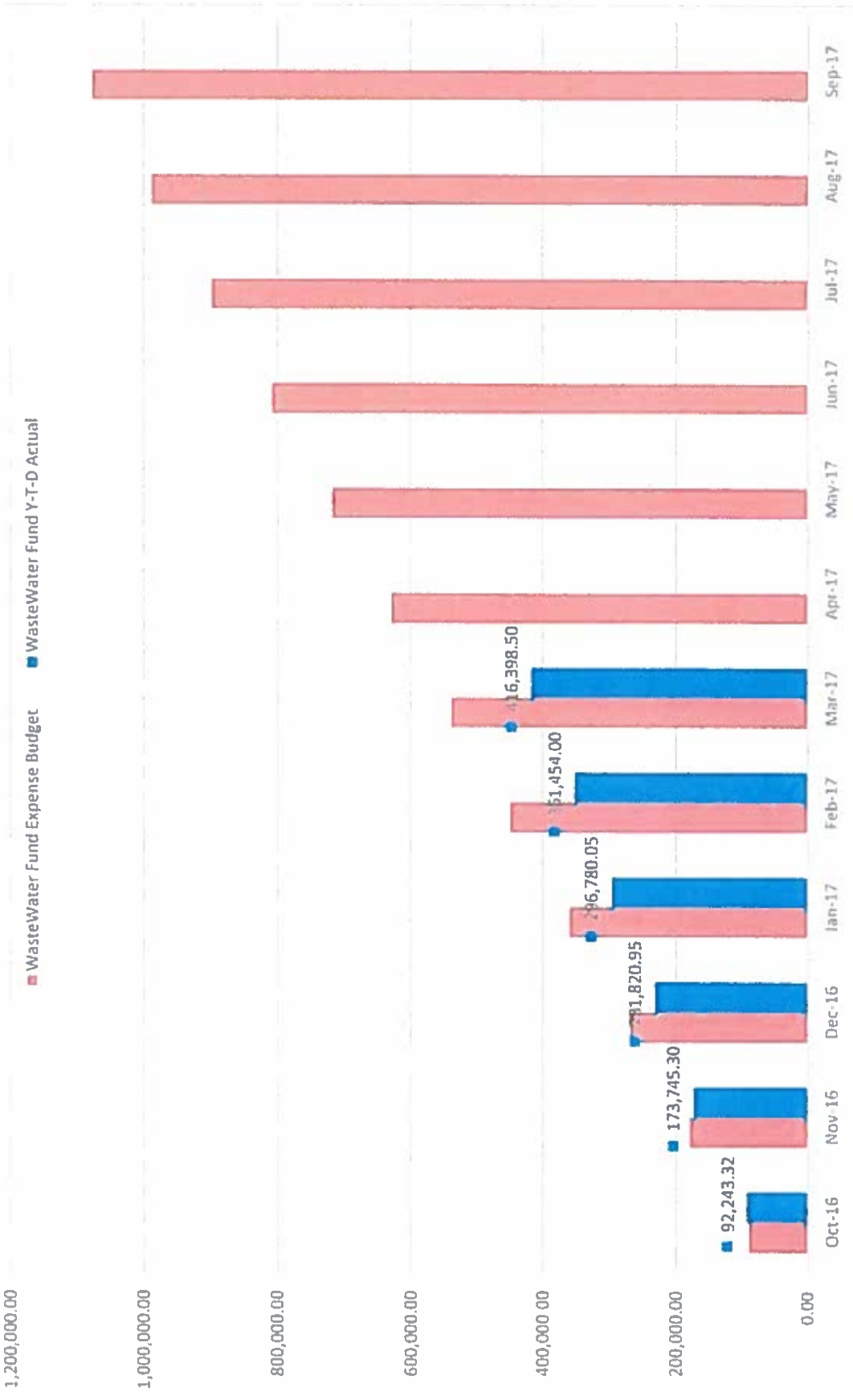
200,000

0

Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep



# Wastewater Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	992,161	84,500.84	483,649.60	0.00	508,511.40	48.75
TOTAL REVENUES	992,161	84,500.84	483,649.60	0.00	508,511.40	48.75
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	69,091	1,990.91	11,298.28	0.00	57,792.72	16.35
TOTAL 12-ADMINISTRATION	69,091	1,990.91	11,298.28	0.00	57,792.72	16.35
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	114,325	6,464.48	48,443.00	0.00	65,882.00	42.37
CONTRACTS & PROF. SVCS	14,640	444.34	10,328.29	0.00	4,311.71	70.55
MISCELLANEOUS	64,000	0.00	7,766.16	2.00	56,231.84	12.14
MAINTENANCE	408,450	33,699.27	204,337.88	1.00	204,111.12	50.03
UTILITIES	13,375	955.96	5,406.34	0.00	7,968.66	40.42
SUPPLIES	5,500	324.54	2,392.75	0.00	3,107.25	43.50
MISCELLANEOUS	5,000	0.00	35.80	0.00	4,964.20	0.72
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	130,000	0.00	0.00	0.00	130,000.00	0.00
TRANSFERS	252,780	21,065.00	126,390.00	0.00	126,390.00	50.00
TOTAL 36-WASTEWATER SYSTEM	1,008,070	62,953.59	405,100.22	3.00	602,966.78	40.19

TOTAL EXPENDITURES	1,077,161	64,944.50	416,398.50	3.00	660,759.50	38.66
REVENUE OVER/(UNDER) EXPENDITURES	( 85,000)	19,556.34	67,251.10 (	3.00) (	152,248.10)	79.12-

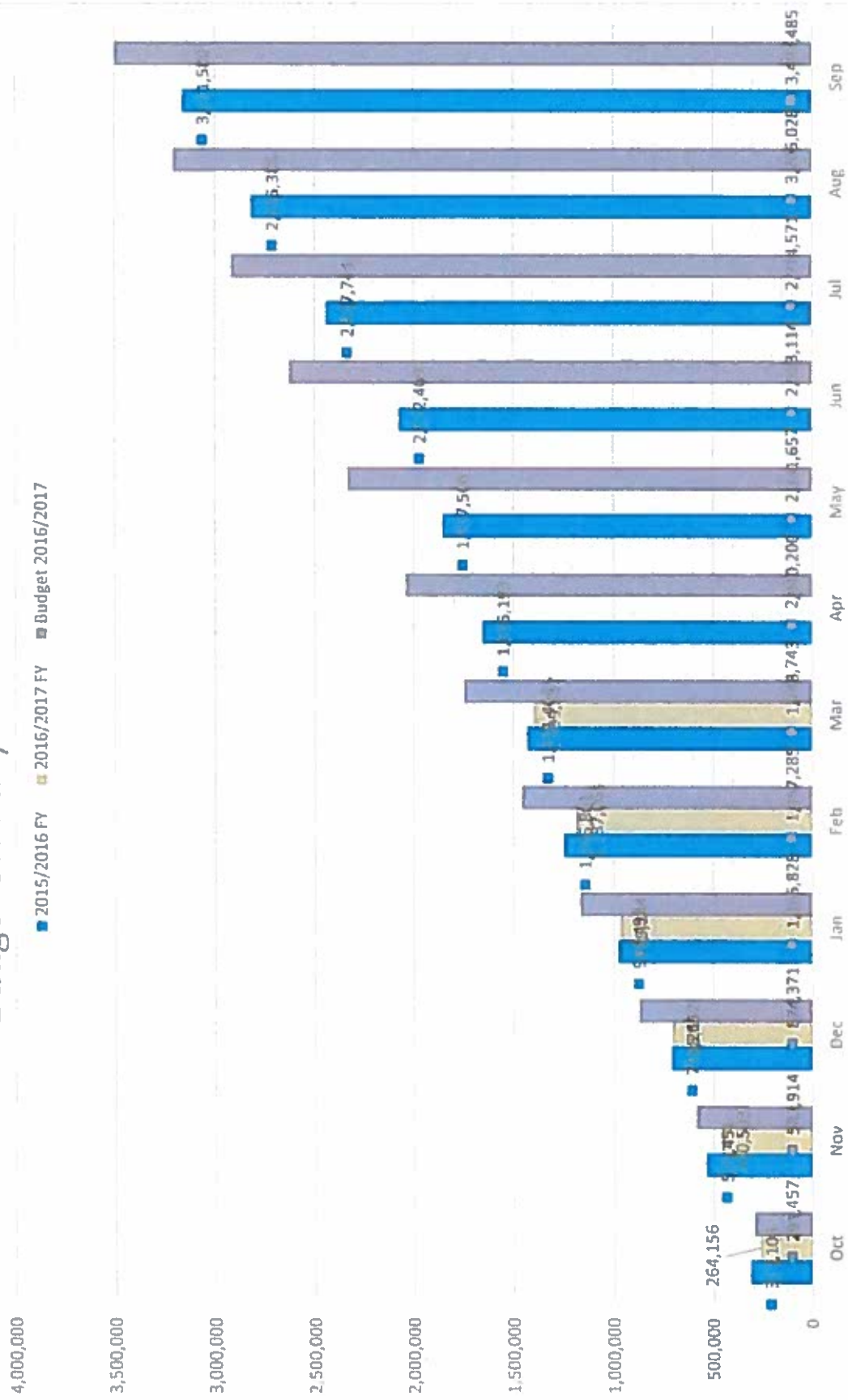
CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

## 705-WASTEWATER

% OF YEAR COMPLETED: 50.00

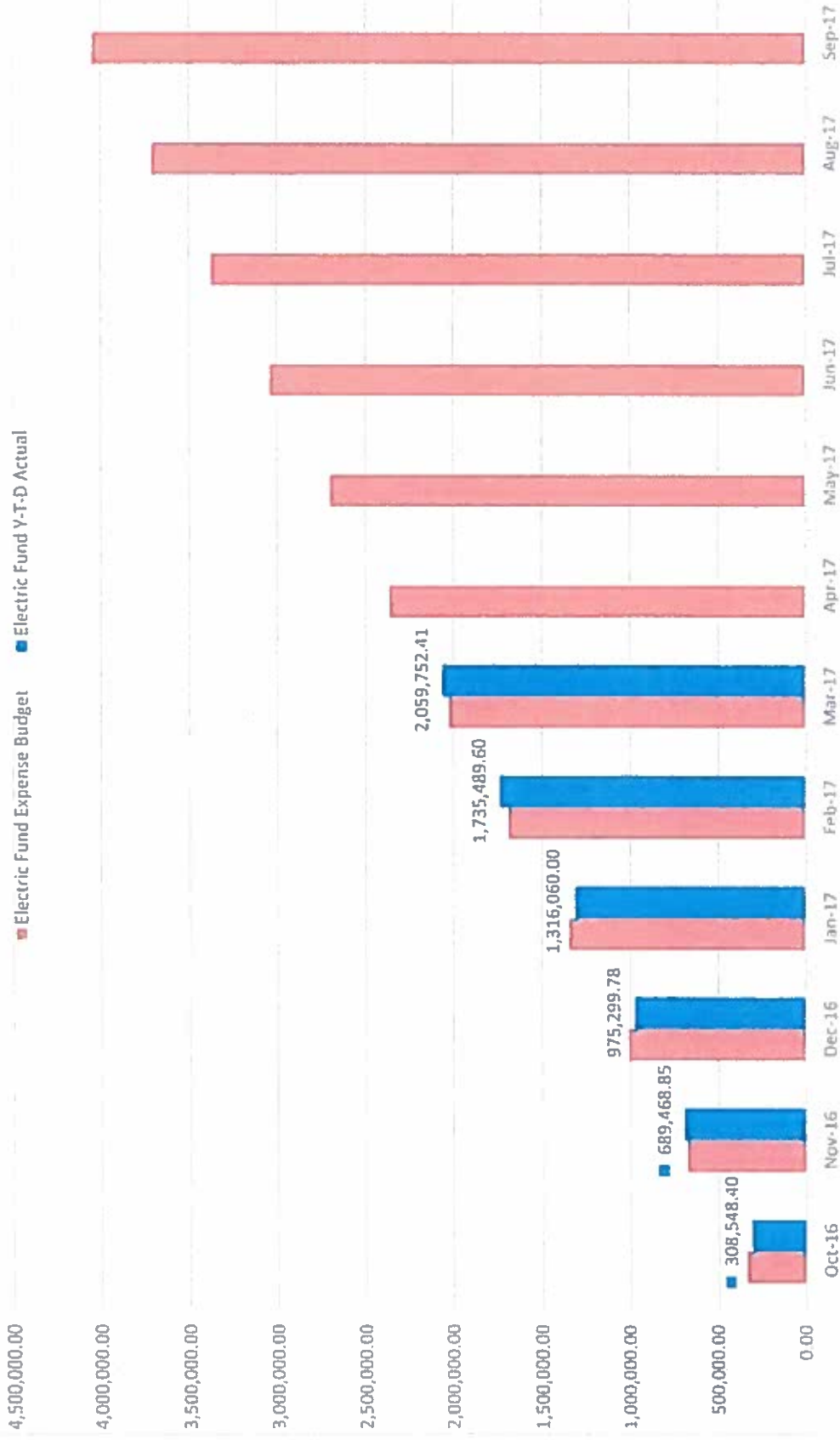
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	972,970	80,169.06	471,079.57	0.00	501,890.43	48.42
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,941	1,424.90	7,006.57	0.00	9,934.43	41.36
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	0	2,507.00	2,507.00	0.00	2,507.00	0.00
705.00.5753.000 SEWER TAP FEE	1,050	0.00	1,200.00	0.00	150.00	114.29
705.00.5762.000 INTEREST EARNED	1,200	399.88	1,856.46	0.00	656.46	154.71
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	992,161	84,500.84	483,649.60	0.00	508,511.40	48.75
TOTAL REVENUE	992,161	84,500.84	483,649.60	0.00	508,511.40	48.75

# City Electric Sales Comparison Budget Year 10/2016 thru 09-2017





# Electric Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,047,985	256,527.70	1,664,093.97	0.00	2,383,891.03	41.11
TOTAL REVENUES	4,047,985	256,527.70	1,664,093.97	0.00	2,383,891.03	41.11
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	46,561	6,190.57	29,638.75	0.00	16,922.25	63.66
TOTAL 12-ADMINISTRATION	46,561	6,190.57	29,638.75	0.00	16,922.25	63.66
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	446,058	45,822.83	224,730.43	0.00	221,327.57	50.38
CONTRACTS & PROF. SVCS	69,600	9,361.68	47,272.38	0.00	22,327.62	67.92
MISCELLANEOUS	181,144	9,334.59	75,888.19	889.86	104,365.95	42.39
MAINTENANCE	19,739	565.11	6,394.58	0.00	13,344.42	32.40
UTILITIES	13,750	854.65	5,269.91	0.00	8,480.09	38.33
SUPPLIES	2,034,382	154,103.54	958,052.24	0.00	1,076,329.76	47.09
MISCELLANEOUS	17,600	710.93	6,661.44	0.00	10,938.56	37.85
DEBT SERVICE	129,945	0.00	128,266.00	0.00	1,679.00	98.71
CAPITAL EXPENDITURES	150,000	19,051.75	107,975.53	24,920.00	17,104.47	88.60
TRANSFERS	939,206	78,267.16	469,602.96	0.00	469,603.04	50.00
TOTAL 37-ELECTRIC DEPT.	4,001,424	318,072.24	2,030,113.66	25,809.86	1,945,500.48	51.38
TOTAL EXPENDITURES	4,047,985	324,262.81	2,059,752.41	25,809.86	1,962,422.73	51.52
REVENUE OVER/(UNDER) EXPENDITURES	0	( 67,735.11) (	395,658.44) (	25,809.86)	421,468.30	0.00

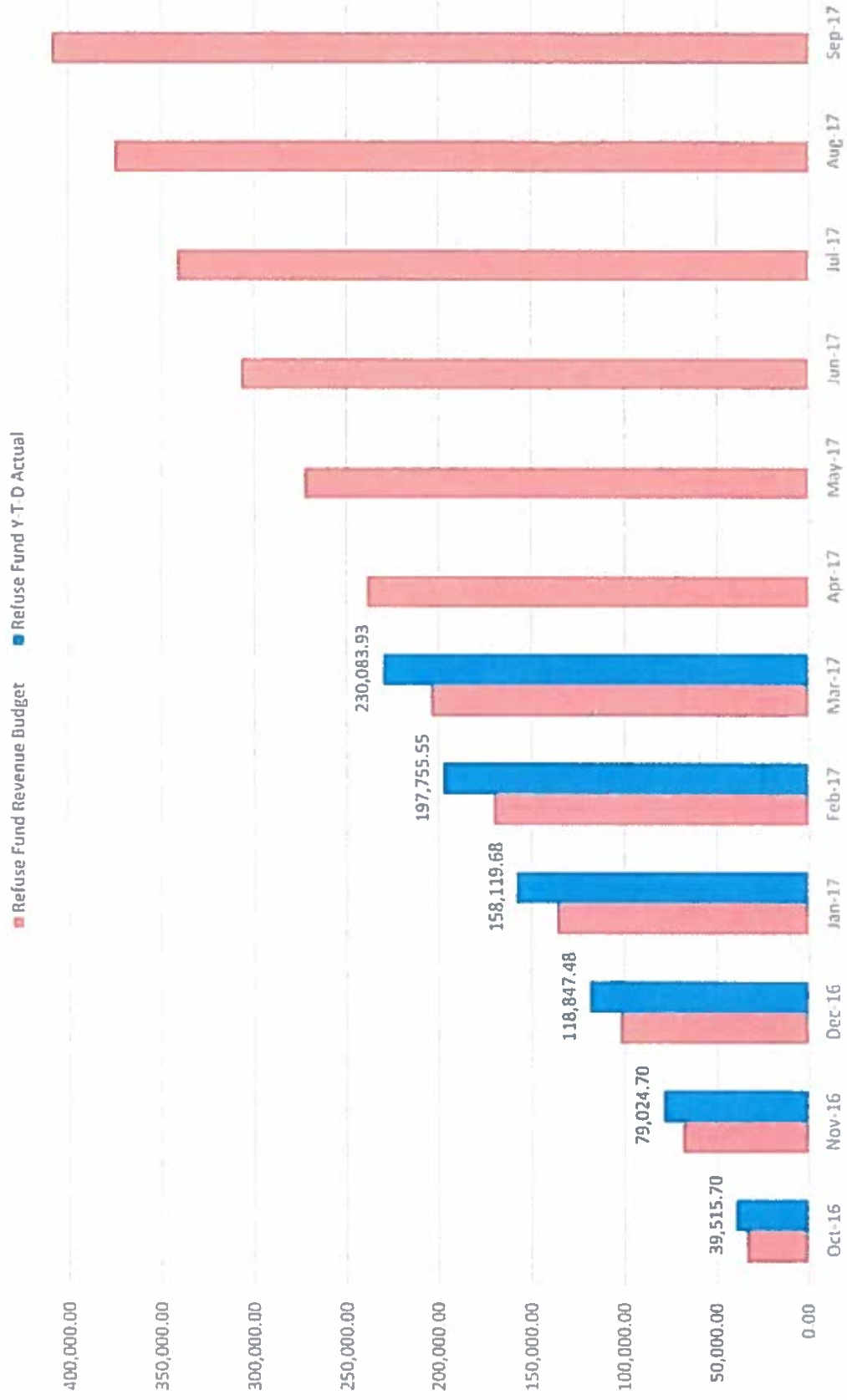
CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

## 715-ELECTRIC FUND

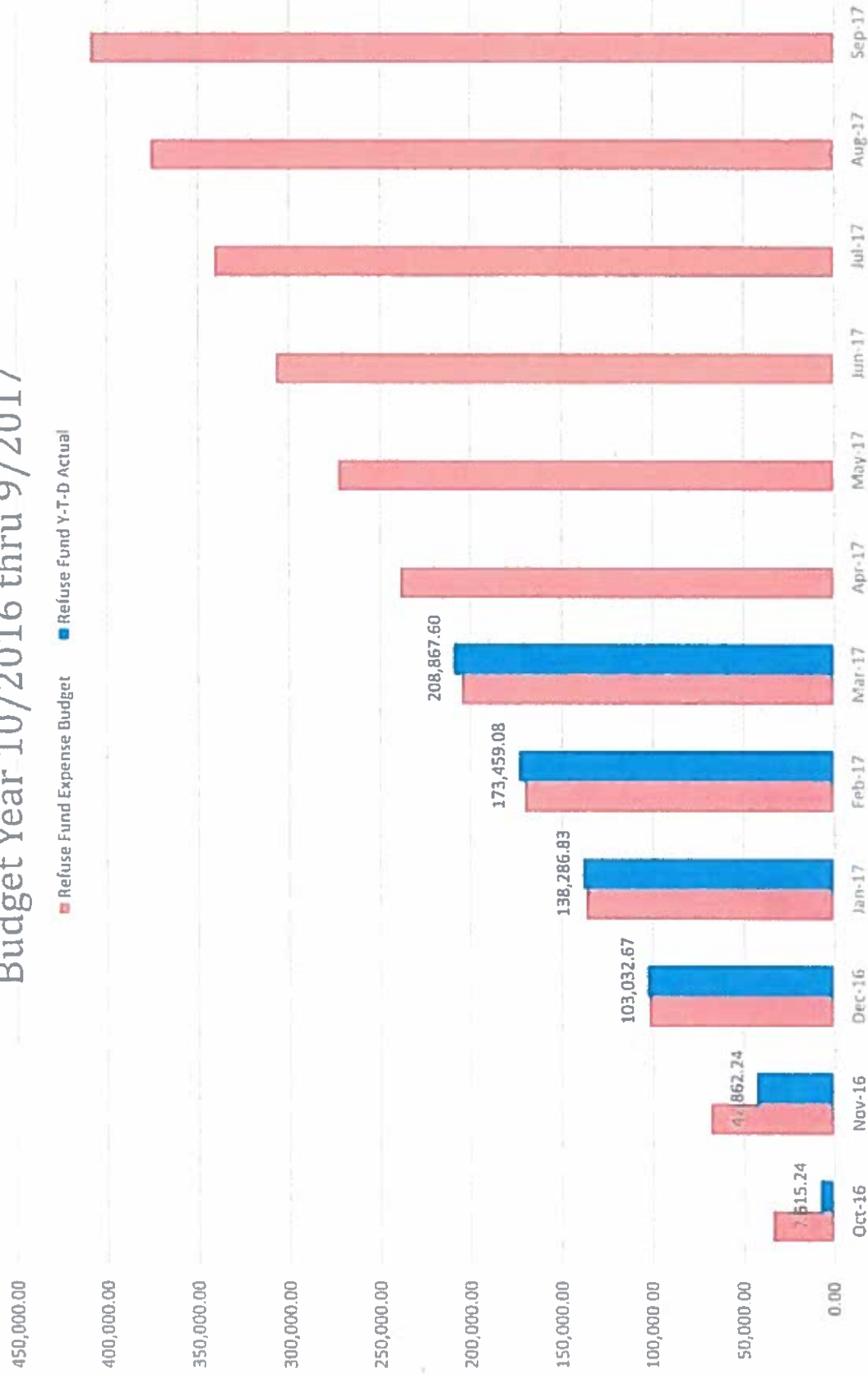
% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,000	410.00	2,987.50	0.00	4,012.50	42.68
715.00.5744.000 PENALTIES	51,000	2,930.33	22,473.76	0.00	28,526.24	44.07
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,497,485	212,473.30	1,399,538.66	0.00	2,097,946.34	40.02
715.00.5755.000 SURCHARGE	150,000	9,239.87	61,025.25	0.00	88,974.75	40.68
715.00.5757.000 PCA (POWER COST ADJ)	341,000	31,213.56	176,858.54	0.00	164,141.46	51.86
715.00.5762.000 INTEREST	1,500	260.64	1,210.26	0.00	289.74	80.68
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,047,985	256,527.70	1,664,093.97	0.00	2,383,891.03	41.11
TOTAL REVENUE	4,047,985	256,527.70	1,664,093.97	0.00	2,383,891.03	41.11

# Refuse Fund Revenue Progress Budget Year 10/2016 thru 9/2017



# Refuse Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017720-REFUSE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

<u>REVENUE SUMMARY</u>					
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
00-REVENUE	409,160	32,328.38	230,084.34	0.00	179,075.66
TOTAL REVENUES	409,160	32,328.38	230,084.34	0.00	179,075.66
<u>EXPENDITURE SUMMARY</u>					
32-REFUSE DEPT.					
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	331,660	28,950.19	170,117.77	0.00	161,542.23
MISCELLANEOUS	75,100	6,258.33	37,549.98	0.00	37,550.02
MAINTENANCE	0	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	1,200.00	0.00	1,200.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	409,160	35,408.52	208,867.75	0.00	200,292.25
35-WATER DEPT.					
SUPPLIES	0	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	409,160	35,408.52	208,867.75	0.00	200,292.25
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	3,080.14)	21,216.59	0.00 (	21,216.59)
					51.05
					0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2017

## 720-REFUSE FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	536.24	2,863.87	0.00	4,636.13	38.18
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	157,120	15,882.69	96,283.90	0.00	60,836.10	61.28
720.00.5752.000 COMMERCIAL TRASH COLLECT	177,820	8,710.29	87,180.79	0.00	90,639.21	49.03
720.00.5755.000 RECYCLE	66,480	6,676.66	40,573.28	0.00	25,906.72	61.03
720.00.5755.001 RECYCLE FRANCHISE FEE	0	522.50	3,182.50	0.00	3,182.50	0.00
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	240	0.00	0.00	0.00	240.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	409,160	32,328.38	230,084.34	0.00	179,075.66	56.23
TOTAL REVENUE	409,160	32,328.38	230,084.34	0.00	179,075.66	56.23

Agenda Section	Consent Agenda
Section Number	III.D
Subject	<p>City Manager's Verbal Report</p> <ul style="list-style-type: none"> <li>• Hamilton St. right-of-way negotiation</li> <li>• Railroad silent crossing</li> <li>• State Highway 78 and Sycamore St. construction update</li> <li>• Automated meter infrastructure update</li> <li>• Audie Murphy Parkway force main progress</li> <li>• Camden Park Update</li> <li>• Wastewater system update</li> </ul>
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	City Manager's Verbal Report
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>



## IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	Texoma Housing Board Agenda
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Texoma Housing Board Agenda
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Approval of Minutes: Approve Meeting Minutes for March 2017
- D. TCOG Executive Director's Comments
- E. Public Housing Director's Report
  - a. Occupancy Report
  - b. USDA Project
- F. Consent

All items on Consent Agenda are considered to be routine by the Texoma Housing Partners' Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

  - 1. February 2017 Liabilities (AF): Authorize the Secretary/Treasurer to make payments in the amounts as listed.  
Lori Cannon, CPA Consultant                      page #3
- G. Action
  - 1. Elect New Officers  
Betty Childress, Chairperson
  - 2. Receive and Accept the Leonard Housing Authority's Request to Join the Texoma Housing Partners Consortium and Authorize Two New Staff Positions, One Maintenance Mechanic and One Housing Specialist  
Allison Reider, Client Services Director      page #7
  - 3. FYE 2017 Budget Status Update: Accept recommendation, if any, regarding FYE 2017 budget  
Lori Cannon, CPA Consultant                      page #8
- H. Citizens to be Heard
- I. Adjourn

**APPROVAL**



Allison Reider  
Client Services Director



Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Susan Ensley at 903-583-3336 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted at the Bonham Housing Authority offices in a place readily accessible to the general public and made available to the City Halls in the Texoma Housing Partners' cities on April 12, 2017.

## **V. Reading of Ordinances**

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the 1 <sup>st</sup> reading of Ordinance #2017-0425-001 updating the City Building Codes to the 2015 Editions.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	O-2017-0425-001
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

**CITY OF FARMERSVILLE  
ORDINANCE #2017-0425--001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING CHAPTER 14, "BUILDING AND BUILDING REGULATIONS," THROUGH THE AMENDMENT OF CERTAIN SECTIONS OF ARTICLE II, "BUILDING AND TECHNICAL CODES," AND CHAPTER 29, "FIRE PREVENTION AND CONTROL," THROUGH THE AMENDMENT OF CERTAIN SECTIONS OF ARTICLE III, "FIRE CODE," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, AS IDENTIFIED HEREIN-BELOW, TO PROVIDE FOR THE ADOPTION OF THE *INTERNATIONAL BUILDING CODE*, 2015 EDITION, *INTERNATIONAL RESIDENTIAL CODE*, 2015 EDITION, *NATIONAL ELECTRICAL CODE*, 2017 EDITION, *INTERNATIONAL MECHANICAL CODE*, 2015 EDITION, *INTERNATIONAL PLUMBING CODE*, 2015 EDITION, *INTERNATIONAL FUEL GAS CODE*, 2015 EDITION, *INTERNATIONAL EXISTING BUILDING CODE*, 2015 EDITION, *INTERNATIONAL ENERGY CODE*, 2015 EDITION, *INTERNATIONAL PROPERTY MAINTENANCE CODE*, 2015 EDITION, AND THE *INTERNATIONAL FIRE CODE*, 2015 EDITION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville, Texas is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City has previously adopted the 2006 Editions of the *International Building Code*, *International Residential Code*, *International Mechanical Code*, *International Plumbing Code*, *International Fuel Gas Code*, *International Existing Building Code*, *International Energy Conservation Code*, and the *International Property Maintenance Code*, in addition to the 2009 Edition of the *International Fire Code* and the 2008 Edition of the *National Electric Code*; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, now desires to adopt the most recent versions of the *International Building Code*, 2015 Edition, *International Residential Code*, 2015 Edition, *National Electrical Code*, 2017 Edition, *International Mechanical Code*, 2015 Edition, *International Plumbing Code*, 2015 Edition, *International Fuel Gas Code*, 2015 Edition, *International Existing Building Code*, 2015 Edition, *International Energy Code*, 2015 Edition, *International Property Maintenance Code*, 2015 Edition, and the *International Fire Code*, 2015 Edition, and all amendments thereto, and finds that it is in the best interest of the City of Farmersville to adopt said Codes to serve as the building regulations governing construction, alteration, remodeling, enlargement, and repair of buildings within the City of Runaway Bay; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, does hereby find and determine that the adoption of this Ordinance is in the best interest of the public health, safety, morals, and general welfare of the City of Farmersville.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT:**

**SECTION 1. INCORPORATION OF FINDINGS**

The findings set forth above are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

**SECTION 2. INTERNATIONAL BUILDING CODE UPDATED**

- A. From and after the effective date of this Ordinance, Division 2, "Building Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-54, "Adoption of International Building Code, 2006 edition," in its entirety and replacing said section with a new Section 14-54 entitled "Adoption of *International Building Code*, 2015 Edition," to read as follows:

**"Sec. 14-54. - Adoption of *International Building Code*, 2015 Edition.**

The *International Building Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as the Building Code for the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Building Code*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Building Code*, 2015 edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Building Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. Any and all references in this article to the Uniform Building Code shall mean the *International Building Code*, 2015 Edition, as amended. A copy of the *International Building Code*, 2015 Edition, together with such other amendments

as are set forth herein, referred to in this Division 2 shall be kept on file in the office of the City Secretary."

- B. From and after the effective date of this Ordinance, Division 2, "Building Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is further amended by deleting Section 14-55, "Amending *International Building Code*; certain roof coverings prohibited," in its entirety and replacing said section with a new Section 14-55 also entitled "Amending *International Building Code*; certain roof coverings prohibited," to read as follows:

**"Sec. 14-55. - Amending *International Building Code*; certain roof coverings prohibited.**

- (a) The *International Building Code*, 2015 Edition, shall be amended as follows:

- (1) Studs: 16-inch centers, minimum.
- (2) Ceiling joists: Two inch by six inch minimum on 16-inch centers.
- (3) Decking: One-half-inch minimum.
- (4) Section 1805.8.2 shall be amended to read:

Slab on ground, raft, or mat foundations shall be designed and constructed in accordance with the thickness requirements for concrete parking lots. Commercial will have a minimum six-inch concrete slab and industrial will have a minimum eight-inch concrete slab.

- (b) In addition to any other restrictions of the City regarding roof coverings, the installation of wood shingle or shake roof on any structure hereafter constructed in the City is prohibited."

**SECTION 3. INTERNATIONAL RESIDENTIAL CODE UPDATED**

From and after the effective date of this Ordinance, Division 3, "Residential Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-86, "Adoption of *International Residential Code for One- and Two-Family Dwellings*, 2006 edition," in its entirety and replacing said section with a new Section 14-86 entitled "Adoption of *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition," to read as follows:



**"Sec. 14-86. - Adoption of International Residential Code for One- and Two-Family Dwellings, 2015 Edition.**

- (a) The *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses not more than three stories in height in the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the city and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Residential Code for One- and Two-Family Dwellings*, 2015 Edition, together with such other amendments as are set forth herein, referred to in this Division 3 shall be kept on file in the office of the City Secretary.
- (b) The following sections are excepted from adoption:
  - (1) Part VIII-Electrical, Chapter 33 through Chapter 42.
- (c) The following sections are revised:
  - (1) Section R101.1; insert: City of Farmersville.

(2) Section R301.2 (1); insert the following Design Criteria:

Ground Snow Loads:	Not applicable
Wind Speed:	90 mph and lower
Seismic Category:	"A"
Weathering:	Moderate
Frost Line Depth:	18 inches;
Termite:	"Very Heavy"
Decay:	"Moderate"
Winter Design Temperature:	N/A
Flood Hazard:	1989

(3) Section R602.3.3; modified to include: All bearing studs are spaced at 16 inches (406 mm) minimum.

(4) Section R602.5; modified to include: All ceiling joists are spaced at 16 inches (406 mm) minimum. The ceiling joists are two-inch by six-inch members.

(d) New residential roofs shall include approved guttering along the bottom horizontal edge of the roofline to route rain or water runoff into a downspout. The downspout shall terminate no less than 18 inches from the foundation of the structure."

#### **SECTION 4. NATIONAL ELECTRICAL CODE UPDATED**

From and after the effective date of this Ordinance, Division 4, "Electrical Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-119, "Adoption of *National Electrical Code*, 2008 edition," in its entirety and replacing said section with a new Section 14-119 entitled "Adoption of *National Electrical Code*, 2017 Edition," to read as follows:

**"Sec. 14-86. - Adoption of National Electrical Code, 2017 Edition.**

The *National Electrical Code* of the National Fire Protection Association, 2017 edition, together with such other amendments as are set forth herein, is adopted as the City's Electrical Code for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, electrical signs, special occupancies, special equipment, special conditions and communications systems. The *National Electrical Code*, 2017 Edition, is made a part of this Code as if fully set forth in this division. One copy of the *National Electrical Code*, 2017 Edition, together with such other amendments as are set forth herein, is on file in the City Secretary's office for permanent record and inspection."

**SECTION 5. INTERNATIONAL MECHANICAL CODE UPDATED**

From and after the effective date of this Ordinance, Division 5, "Mechanical Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-151, "Adoption of *International Mechanical Code*, 2006 edition," in its entirety and replacing said section with a new Section 14-151 entitled "Adoption of *International Mechanical Code*, 2015 Edition," to read as follows:

**"Sec. 14-151. -Adoption of *International Mechanical Code*, 2015 Edition.**

The *International Mechanical Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for regulating the erection, installation, addition, alteration, repair, relocation, replacement, maintenance or use of any heating, ventilating, cooling, refrigeration system, incinerators or other miscellaneous heat-producing appliances system in the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Mechanical Code*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Mechanical Code*, 2015 Edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted,

omitted, expanded or otherwise changed herein, all provisions of such *International Mechanical Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Mechanical Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

#### **SECTION 6. INTERNATIONAL PLUMBING CODE UPDATED**

From and after the effective date of this Ordinance, Division 6, "Plumbing Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-178, "Adoption of *International Plumbing Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-178 entitled "Adoption of *International Plumbing Code*, 2015 Edition," to read as follows:

**"Sec. 14-178. -Adoption of *International Plumbing Code*, 2015 Edition.**

The *International Plumbing Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for regulating the erection, installation, addition, alteration, repair, relocation, replacement, maintenance or use of any plumbing system in the City and its extraterritorial jurisdiction. The City Council hereby extends the application and enforcement of the *International Plumbing Code*, 2015 Edition, as amended, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City. The *International Plumbing Code*, 2015 Edition, as amended, shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Plumbing Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Plumbing Code*, 2015 edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

#### **SECTION 7. INTERNATIONAL FUEL GAS CODE UPDATED**

From and after the effective date of this Ordinance, Division 7, "Fuel Gas Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-204, "Adoption of *International Fuel Gas Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-204 also entitled "Adoption of *International Fuel Gas Code*, 2015 Edition," to read as follows:

**"Sec. 14-204. -Adoption of *International Fuel Gas Code*, 2015 Edition.**

The *International Fuel Gas Code*, 2015 Edition, including Appendix Chapters A, B, C and D as published by the International Code Council, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of regulating and governing fuel gas systems and gas-fired appliances as therein provided. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Fuel Gas Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Fuel Gas Code*, 2015 edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

**SECTION 8. INTERNATIONAL EXISTING BUILDING CODE UPDATED**

From and after the effective date of this Ordinance, Division 8, "Existing Building Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-224, "Adoption of *International Existing Building Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-224 also entitled "Adoption of *International Existing Building Code*, 2015 Edition," to read as follows:

**"Sec. 14-224. -Adoption of *International Existing Building Code*, 2015 Edition.**

The *International Existing Building Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of encouraging the use and reuse of existing buildings as therein provided. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Existing Building Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Existing Building Code*, 2015 Edition, together with such

other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

#### **SECTION 9. INTERNATIONAL ENERGY CONSERVATION CODE UPDATED**

From and after the effective date of this Ordinance, Division 9, "Energy Conservation Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-249, "Adoption of *International Energy Conservation Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-249 also entitled "Adoption of *International Energy Conservation Code*, 2015 Edition," to read as follows:

**"Sec. 14-249. -Adoption of *International Energy Conservation Code*, 2015 Edition.**

The *International Energy Conservation Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as therein provided. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Energy Conservation Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Energy Conservation Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

#### **SECTION 10. INTERNATIONAL PROPERTY MAINTENANCE CODE UPDATED**

From and after the effective date of this Ordinance, Division 10, "Property Maintenance Code," of Article II, "Building and Technical Codes," of Chapter 14 of the Farmersville Code is amended by deleting Section 14-269, "Adoption of *International Property Maintenance Code*, 2006 Edition," in its entirety and replacing said section with a new Section 14-269 also entitled "Adoption of *International Property Maintenance Code*, 2015 Edition," to read as follows:

**"Sec. 14-249. -Adoption of *International Property Maintenance Code*, 2015 Edition.**

The *International Property Maintenance Code*, 2015 Edition, together with such other amendments as are set forth herein, is hereby adopted by the City Council as a general standard for purposes of regulating and governing the

conditions and maintenance of all property, building and structures, providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use and the condemnation of buildings and structures unfit for human occupancy and use, including the demolition of such existing structures in the City, providing for the issuance of permits and collection of fees therefor. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such *International Property Maintenance Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Property Maintenance Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

#### **SECTION 11. INTERNATIONAL FIRE CODE UPDATED**

From and after the effective date of this Ordinance, Article III, "Fire Code," of Chapter 29 of the Farmersville Code is amended by deleting Section 29-52, "Adoption of 2009 *International Fire Code*," in its entirety and replacing said section with a new Section 29-52 entitled "Adoption of *International Fire Code*, 2015 Edition," to read as follows:

##### **"Sec. 29-52. - Adoption of *International Fire Code*, 2015 Edition.**

The *International Fire Code*, 2015 Edition, together with such other amendments as are set forth herein, including appendix chapters B, C, D, E, F, and G (see *International Fire Code* Section 101.2.1, 2015 edition), as published by the International Code Council is hereby adopted by the City Council as a general standard for purposes of regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, of this ordinance. Unless deleted, omitted, expanded or otherwise changed herein, all provisions of such

*International Fire Code*, 2015 Edition, as amended, shall be fully applicable and binding and in full force and effect. A copy of the *International Fire Code*, 2015 Edition, together with such other amendments as are set forth herein, referred to herein shall be kept on file in the office of the City Secretary."

## **SECTION 12. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

## **SECTION 13. REPEALER**

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

## **SECTION 14. PUBLICATION**

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

## **SECTION 15. ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.



## **SECTION 16. SAVINGS**

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

## **SECTION 17. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

**PASSED** on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2017, and second reading on the \_\_\_\_ day of \_\_\_\_\_, 2017 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**APPROVED:**

**BY: \_\_\_\_\_**  
**Diane C. Piwko**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Sandra Green**  
**City Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Alan D. Lathrom**  
**City Attorney**

## **VI. Regular Agenda**

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act upon contract with Kimley-Horn regarding the Clean Water State Revolving Fund of the Texas Water Development Board (TWDB), for sewer improvements.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Kimley-Horn contract
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Provide staff direction for future action</li> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

COUNTY OF COLLIN      §      **Professional Services Contract  
with Kimley-Horn and Associates, Inc.**

THIS CONTRACT is entered into on this 25<sup>th</sup> day of April, 2017, by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **KIMLEY-HORN AND ASSOCIATES, INC.** ("hereinafter referred to as "CONSULTANT") whose address is 801 Cherry Street, Suite 950, Fort Worth, Texas 76102.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services from CONSULTANT to complete the following tasks for these proposed wastewater system infrastructure improvements:

WWTP #1 Rehabilitation

Task 1 -4

Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main

Task 3-5

0.5 MGD Wastewater Treatment Facility

Task 1 -2

WHEREAS, CONSULTANT is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.  
**Employment of Consultant**

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the professional level of care and skill ordinarily exercised by competent members of the architectural, engineering and planning professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license, if required by Texas law, including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent engineer or architect or planning professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

**II.**  
**Scope of Services**

CONSULTANT shall perform such services as are necessary to prepare construction contract documents for WWTP #1 Rehabilitation, Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main and 0.5 MGD Wastewater Treatment Facility specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word.

**III.**  
**Payment for Services**

**A. The Project**

Total payment for services described herein shall be a sum not to exceed One Million Five Hundred Ten Thousand and No/100 Dollars (\$1,510,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by CITY in writing signed by the parties.

Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill CITY on a percent complete basis in accordance with Attachment "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. In no event shall the cost of such additional services be billed to City at rates greater than the hourly rates set forth in Attachment "B."

Each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

Total payment for services described herein shall not exceed the amount budgeted for the services of the CONSULTANT during a given fiscal year, as the City's Budget may be amended from time to time. All such amounts budgeted for the CONSULTANT shall be deemed encumbered to support this Contract and no unfunded debt shall be incurred in the performance of this Contract. CONSULTANT will bill CITY on an hourly basis at the hourly rates described in Attachment "B" hereto entitled "Schedule of Hourly Rates"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. In the alternative, CITY and CONSULTANT may agree in advance and in writing that a particular CONSULTANT services project should be billed on a lump sum basis rather than on an hourly basis at the rates described in Attachment "B" to this Contract. If additional services are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice for actual services performed incurred by CONSULTANT during the previous month. For CONSULTANT Services performed on an hourly basis, each such invoice shall be itemized to identify the CONSULTANT Services performed and show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. Each invoice shall also state the percentage of work completed on each such CONSULTANT Service, the total of the current invoice amount and a running total balance for each such CONSULTANT Service to date until it is complete.

For CONSULTANT Services performed on a lump sum basis, each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### **IV.**

#### **Revisions of the Scope of Services**

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

#### **V.**

#### **Term**

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

#### **VI.**

#### **Contract Termination Provision**

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. This Contract may be terminated at any time by CONSULTANT for any cause by providing CITY thirty (30) days written notice of such termination.

In the event of termination of this Contract, CONSULTANT shall deliver all finished and/or unfinished documents associated to the Project including, but not limited to, data, studies, surveys, drawings, maps, models, reports, photographs, or other relative information

to CITY within thirty (30) days of written termination. In the event of termination pursuant to Paragraph VI, herein, CONSULTANT consents to CITY's right in the selection of another CONSULTANT of CITY's choice to assist in completing the Project. CONSULTANT further agrees to cooperate with CITY and to provide any information requested by CITY in accordance with the completion of the Project.

CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT if terminated by CITY or delivered by CONSULTANT to CITY if terminated by CONSULTANT.

## **VII.**

### **Ownership of Documents**

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

## **VIII.**

### **Insurance Requirements**

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Benjamin L. White, P.E., CPM  
City Manager  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.



2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT and all CONSULTANTs engaged or employed by the CONSULTANT become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the CONSULTANT shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and, the City of Farmersville shall be provided a defense to any and all claims and causes of action arising out of or related to this Agreement as may be provided pursuant to CONSULTANT's general liability insurance policies. In this regard, CONSULTANT shall assist CITY to obtain any defense provided by the CONSULTANT's general liability insurance policies.

Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured, pursuant to endorsement CG2026 or broader under the CONSULTANT's general liability insurance policies required by this Agreement, to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to

damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

- 3.. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least thirty (30) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for any reason other than nonpayment of premium.
  4. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least ten (10) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for nonpayment of premium or by CONSULTANT for any reason.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.
- D. The CONSULTANT shall notify CITY in writing at least thirty (30) days prior to CONSULTANT cancelling or making any material change to any coverage(s) provided in, or through, the insurance policies required under this Section VIII. Failure by CONSULTANT to provide CITY the notice required hereunder may, in the sole discretion of CITY, be deemed a material breach of this Agreement.

## **IX.**

### **Right to Inspect Records**

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**  
**Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**  
**CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or CONSULTANTS for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-CONSULTANTS.

**XII.**  
**INDEMNIFICATION**

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT ANY OF THE FOREGOING ARISE OUT OF OR RESULT FROM CONSULTANT'S NEGLIGENT OR OTHERWISE WRONGFUL PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR CONSULTANT'S SUBCONTRACTORS AND THE OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR CONSULTANT'S SUBCONTRACTORS (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

**INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**XIII.**  
**Independent Contractor**

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XIV.**  
**Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,

(2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

#### **XV. Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

#### **XVI. Conflict of Interest**

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONTRACTOR must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONTRACTOR must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

#### **XVII.**

##### **Confidential Information**

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

#### **XVIII.**

##### **Mailing Address**

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM  
City Manager  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Jeff James, P.E.  
Kimley-Horn and Associates, Inc.  
801 Cherry Street, Unit #11, Suite 950  
Fort Worth, Texas 76102.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**  
**Applicable Law**

The CONTRACT is entered into subject to the ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

**XX.**  
**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**  
**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**  
**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**  
**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

**XXVI.**  
**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

***CITY OF FARMERSVILLE***

By: \_\_\_\_\_  
Diane C. Piwko, Mayor

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra Green, City Secretary



**KIMLEY-HORN AND ASSOCIATES, INC.**

By: \_\_\_\_\_  
Name: Jeff James, P.E.  
Title: Senior Vice President

Date Signed: \_\_\_\_\_

THE STATE OF TEXAS       §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Diane C. Piwko, Mayor of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS       §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ of **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **KIMLEY-HORN AND ASSOCIATES, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas  
My commission expires \_\_\_\_\_

## **EXHIBIT A**

### **Project Understanding:**

Kimley-Horn completed a Wastewater Treatment Facilities Master Plan in 2016 for the City of Farmersville. The Master Plan recommended the following projects be completed to meet current and future wastewater needs of the City:

- Rehabilitate WWTP #1 to utilize its 0.225 MGD capacity
- Design and construct a 15-inch sanitary sewer interceptor between the existing WWTP and a new 0.5 MGD WWTP
- Design and construct a new 0.5 MGD Wastewater Treatment Facility

The City desires to move forward with the recommended projects. The projects will be performed in phases. Phase 1 was the Wastewater Treatment Facilities Master Plan and is complete. Phase 2 is included in following scope of services. Phase 3 will be performed in future contracts and is not included in the following scope of services.

**Specific Scope of Basic Services:** CONSULTANT will perform the following basic scope of services.

### **Phase 2**

#### **WWTP #1 Rehabilitation**

##### **Task 1 - Preliminary Design**

1. Attend a kick-off meeting with the CITY to develop design criteria and a schedule for the project.
2. Coordinate with the following entities:
  - a. City Staff
  - b. Daniel & Brown, Inc.
  - c. North Texas Municipal Water District
3. Prepare a preliminary engineering report and summary transmittal letter for submittal to TCEQ.
4. Perform a horizontal and vertical survey of the existing WWTP #1 site to locate visible topographic features, above ground piping, treatment units and buildings. A boundary survey will not be performed as part of this task.
5. Perform preliminary civil engineering services for the following:
  - a. Existing trickling filter
  - b. Existing clarifier
  - c. Existing trickling filter lift station
  - d. New mechanical bar screen
6. Perform preliminary electrical engineering services for the following:
  - a. Existing clarifier
  - b. Existing trickling filter lift station
  - c. New mechanical bar screen
  - d. SCADA system improvements

7. Prepare 30% plans for CITY review. Plan sheets will be 11"x17" and include the following information:

- Civil sheets
  - Site plan
  - General notes
  - Profiles
  - Details
- Mechanical sheets
  - General notes
  - Equipment layout
  - Sections
  - Details
- Electrical sheets
  - Site plan
  - Control and Instrumentation
  - SCADA
  - Details

8. Update preliminary opinion of probable construction cost (OPCC) for the Phase 2 improvements from the Wastewater Treatment Facilities Master Plan.

9. Submit 30% plans, technical specifications and OPCC to CITY for review and comment.

Meetings:

- a. Prepare for and conduct a kick-off meeting with CITY.
- b. Prepare for and conduct a preliminary plan and specification review meeting with the CITY.

Deliverables:

- a. Meeting notes from kickoff meeting documenting agreed upon design criteria and project schedule.
- b. Ten (10) copies of 11"x17" plans.
- c. Ten (10) copies of preliminary OPCC.
- d. Ten (10) copies of preliminary technical specifications.

Services/Deliverables provided by the CITY:

- a. Attend kickoff meeting.
- b. Review and comment on the preliminary submittal.

**Task 2 – Final Design Services**

The CONSULTANT will perform the following professional services for this project phase, once the preliminary design has been approved by the CITY:

1. Prepare engineering plan sheets, specifications and construction Contract Documents for project bidding and regulatory approval. Plans will consist of 22" x 34" plan sheets. The CONSULTANT anticipates preparing approximately 20-25 plan sheets. The CONSULTANT will provide the following information on the plan sheets:

- Civil sheets
    - General notes
    - Site plan
    - Profiles
    - Details
  - Mechanical sheets
    - General notes
    - Equipment layout
    - Sections
    - Details
  - Electrical sheets
    - Site plan
    - Control and Instrumentation
    - SCADA
    - Details
2. Prepare contract documents including technical specifications for materials and installation of the proposed improvements. The Contract Documents will be based upon the *Engineers Joint Contract Documents Committee* (EJCDC) documents. The NCTCOG *Standard Specifications for Public Works Construction* and the CITY's requirements for Public Works Construction will govern all other specifications.
  3. Submit to the CITY 60% and 90% plans, specifications, contract documents, and OPCC for review and comments.
  4. Make revisions based on the CITY's review comments.
  5. Submit final plans to the following regulatory agencies for review:
    - a. TCEQ
  6. Submit to the CITY final bidding documents for the project.

Meetings:

- a. Meet with the CITY one time to present 60% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- b. Meet with CITY one time to present 90% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- c. Meet with CITY one time to present Final Plans and Specifications, Contract Documents and an OPCC for this phase of the project.
- d. Prepare for and attend one (1) City Council meeting.

Deliverables:

- a. Ten (10) copies of 60% complete plans, specifications, contract documents and an OPCC for review and comment.
- b. Ten (10) copies of 90% complete plans, specifications, contract documents and an OPCC for review and comment.
- c. Two (2) copies of final plans for regulatory approval.
- d. Ten (10) copies of final plans, contract documents and an opinion of probable construction cost.

- e. PDF electronic copy of final documents.

Services/Deliverables provided by the CITY:

- a. Review and comment on the 60% submittal.
- b. Review and comment on the 90% submittal.

**Task 3 – Bidding**

The CONSULTANT will perform the following professional services for this project phase:

1. Print a maximum of 10 full size (22"x34") sets of plans and specifications for the CITY. Additional sets of bidding documents shall be printed, only upon the CITY's authorization, as Additional Services.
2. Provide plans and specifications in .PDF format to CivCast website for online bidding.
3. Prepare the Notice to Bidders. The CITY will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the CITY by the newspaper.
4. Issue addenda as required.
5. Answer contractor questions.
6. Prepare for and conduct a Pre-bid conference.
7. Attend bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the CITY for award of contract.
8. Prepare six (6) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the CITY for review and execution.

**Task 4 – Construction Contract Administration**

CONSULTANT will provide professional construction phase services to the CITY during construction of this project. The estimated construction period of the project is six (6) months for the basis of establishing the CONSULTANT's Fee. The construction phase services are as follows:

1. Pre-Construction Conference – The CONSULTANT will conduct a pre-construction conference prior to commencement of work at the site.
2. Visits to Site and Construction Observation – The CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by CITY in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep CITY informed of the general progress of the Work.
3. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the CONSULTANT have authority over or responsibility for the

means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Recommendations with Respect to Defective Work – The CONSULTANT will recommend to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
5. Clarifications and Interpretations – The CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by CITY.
6. Change Orders – The CONSULTANT may recommend Change Orders to CITY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. Shop Drawings and Samples – The CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
8. Substitutes and "or-equal" – The CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
9. Inspections and Tests – The CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate, and may receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
10. Disagreements between CITY and Contractor – The CONSULTANT will, if requested by CITY, render written decision on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
12. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.
13. Substantial Completion – The CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of CITY, CONSULTANT considers the Work substantially complete, CONSULTANT will notify CITY and Contractor.
14. Final Notice of Acceptability of the Work – The CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
15. Limitation of Responsibilities – The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.
16. Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or CITY as to the actual field placement of the work including any changes or deletions. CONSULTANT is not responsible for the accuracy of the information provided by the Contractor and/or the CITY. CONSULTANT will provide the following deliverables:
  - o One (1) set of reproducible (22" x 34") Record Drawings.
  - o One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

**Deliverables:**

- Shop Drawing Reviews – as described above
- Contractor's Estimates – as described above
- Record Drawings – as described above

**Services/Deliverables provided by the CITY:**

- Provide CITY's staff input on progress of work.
- Payment of the Contractor.

**Additional Services**

Additional services to be performed if authorized by the CITY, but which are not included in the above-described Scope of Services, are as follows:

1. Geotechnical engineering services.
2. Architectural services.
3. Professional services associated with re-bidding the project.
4. Construction Staking.
5. Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the CITY.
6. Providing resident project representation services, on-site inspection, during the construction phase of the project.
7. Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
8. Any services not listed in the Scope of Services.

**Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main**

**Task 3 – Preliminary Design**

The routing study completed in Phase 1 identified the preferred route and location for the proposed 15-inch sanitary sewer interceptor, SH 78 lift station and force main. Once the easements for these infrastructure improvements have been acquired by the CITY, CONSULTANT will proceed with the Preliminary Design.

Professional services under this task include:

1. Attend a kick-off meeting with the CITY to develop design criteria and a schedule for the project.
2. Coordinate with the following entities:
  - a. City Staff
  - b. Daniel & Brown, Inc.
  - c. Corps of Engineers
  - d. Franchise utilities (gas, phone, electric)
  - e. TxDOT
  - f. Railroad
  - g. TCEQ
3. Prepare a preliminary engineering report and summary transmittal letter for submittal to TCEQ.



4. Perform a design level survey. The survey will include the following:
  - a. Width of easement or R.O.W. not to exceed 50 feet.
  - b. Locate visible topographic features such as marked existing utilities and their appurtenances, 6-inch diameter trees and larger, iron pins (if found), edge of pavement, fences.
  - c. Establish control points along the route.
5. Perform subsurface utility engineering (SUE) services for the proposed route.
  - a. The CONSULTANT will identify locations for SUE services along the route of the proposed route. The following is a description of each level of service that will be performed for SUE:
    - i. Level D – Collect existing utility record information from utility purveyors, municipalities, counties, and other agency suppliers within the area of investigation. Typical utilities included are: primary electric, telephone, cable TV, fiber optic, gas, petroleum, water, sanitary sewer, and storm drain systems
    - ii. Level C – Field locate and obtain horizontal position of visible utility surface features for the utility systems described within Level D
    - iii. Level B – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the approximate horizontal position of subsurface utilities within approximately one foot
    - iv. Level A – Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey
  - b. For purposes of this proposal, it has been assumed that Level B will be performed at the following locations:
    - i. railroad crossings (2)
    - ii. SH 78
    - iii. FM 550
    - iv. FM 605
  - c. Once Level B has been completed, Level A will be performed, if necessary. For purposes of this proposal, it has been assumed that ten (10) test holes will be performed.
6. Perform a geotechnical analysis of the proposed alignment utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment and backfill parameters. The geotechnical analysis will include the following:
  - a. Subsurface exploration including up to twenty (20) sample bores at various locations along the proposed route.
  - b. Laboratory tests for classification purposes and strength characteristics.
  - c. Engineering services that address soil and groundwater conditions for proposed horizontal boring locations.
7. Prepare a geotechnical report that presents the results of the field and laboratory data as well as analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.
8. Prepare 30% plans for CITY review. Plan sheets will be 11"x17" and include the following information:

- Civil sheets
    - Lift station site plan
    - General notes
    - Interceptor plan and profile
    - Force main plan and profile
    - Details
  - Mechanical sheets
    - General notes
    - Equipment layout
    - Sections
    - Details
  - Electrical sheets
    - Site plan
    - Control and Instrumentation
    - SCADA
    - Details
9. Update preliminary opinion of probable construction cost (OPCC) for the Phase 2 improvements from the Alignment Study – Phase 1 Report.
10. Submit 30% plans, technical specifications and OPCC to CITY for review and comment.

**Meetings:**

- a. Prepare for and conduct a kick-off meeting with CITY.
- b. Prepare for and conduct a preliminary plan and specification review meeting with the CITY.
- c. Prepare for and attend one (1) City Council meeting.

**Deliverables:**

- a. Meeting notes from kickoff meeting documenting agreed upon design criteria and project schedule.
- b. Ten (10) copies of 11"x17" plans.
- c. Ten (10) copies of preliminary OPCC.
- d. Ten (10) copies of preliminary technical specifications.

**Services/Deliverables provided by the CITY:**

- a. Attend kickoff meeting.
- b. Review and comment on the preliminary submittal.
- c. Acquisition of easements.

**Task 4 – Permitting**

Once the proposed alignment and Preliminary Design have been approved by the CITY, the CONSULTANT will complete the following tasks:

1. Meet with TxDOT Utility division to determine permit requirements.
2. Prepare the TxDOT Utility permit application for the CITY's signature.
3. Meet with Corps of Engineers permitting division to determine permit requirements.
4. Prepare Corps of Engineers permit application for CITY's signature.

**Meetings:**

- a. Prepare for and conduct two (2) meetings with TxDOT.
- b. Prepare for and conduct two (2) meetings with Corps of Engineers.
- c. Prepare for and attend one (1) City Council meeting.

**Deliverables:**

- a. Four (4) copies TxDOT Utility permit application and the Preliminary Construction Plans.
- b. Four (4) copies of Corps of Engineers permit.

**Services/Deliverables provided by the CITY:**

- a. Sign TxDOT Utility permit application.
- b. Sign Corps of Engineers permit application.

**Task 5 – Final Design**

The CONSULTANT will perform the following professional services for this project phase, once the preliminary design has been approved by the CITY:

1. Prepare engineering plan sheets, specifications and construction Contract Documents for project bidding and regulatory approval. Plans will consist of 22" x 34" plan sheets. The CONSULTANT anticipates preparing approximately 40-50 plan sheets. The CONSULTANT will provide the following information on the plan sheets:
  - Civil sheets
    - General notes
    - Lift station site plan
    - Yard piping
    - Structural
    - Interceptor plan and profile
    - Force main plan and profile
    - Stormwater pollution prevention plan
    - Sections
    - Details
  - Mechanical sheets
    - General notes
    - Pump layout
    - Pipe layout
    - Sections
    - Details
  - Electrical sheets
    - Site plan
    - Control and Instrumentation
    - SCADA
    - Details
2. Prepare contract documents including technical specifications for materials and installation of the proposed improvements. The Contract Documents will be based upon the *Engineers Joint*

*Contract Documents Committee (EJCDC) documents. The NCTCOG Standard Specifications for Public Works Construction and the CITY's requirements for Public Works Construction will govern all other specifications.*

3. Submit to the CITY 60% and 90% plans, specifications, contract documents, and OPCC for review and comments.
4. Make revisions based on the CITY's review comments.
5. Submit final plans to the following regulatory agencies for review:
  - a. TCEQ
  - b. TxDOT
  - c. Corp of Engineers
6. Submit to the CITY final bidding documents for the project.

**Meetings:**

- a. Meet with the CITY one time to present 60% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- b. Meet with CITY one time to present 90% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- c. Meet with CITY one time to present Final Plans and Specifications, Contract Documents and an OPCC for this phase of the project.
- d. Prepare for and attend one (1) City Council meeting.

**Deliverables:**

- a. Ten (10) copies of 60% complete plans, specifications, contract documents and an OPCC for review and comment.
- b. Ten (10) copies of 90% complete plans, specifications, contract documents and an OPCC for review and comment.
- c. Six (6) copies of final plans for regulatory approval.
- d. Ten (10) copies of final plans, contract documents and an opinion of probable construction cost.
- e. PDF electronic copy of final documents.

**Services/Deliverables provided by the CITY:**

- a. Review and comment on the 60% submittal.
- b. Review and comment on the 90% submittal.

**Additional Services**

Additional services to be performed if authorized by the CITY, but which are not included in the above-described Scope of Services, are as follows:

1. Easement/ROW acquisition services.
2. Work associated with acquiring a Texas Historical Commission permit.
3. Work associated with changes in the alignment after the Preliminary Design Phase has been approved.
4. Bidding Phase Services.

5. Construction Contract Administration Phase Services.
6. Any services not listed in the Scope of Services.

## **0.5 MGD Wastewater Treatment Facility**

### **Task 1 – Preliminary Design**

1. Attend a kick-off meeting with the CITY to develop design criteria and a schedule for the project.
2. Coordinate with the following entities:
  - a. City Staff
  - b. Daniel & Brown, Inc.
  - c. North Texas Municipal Water District
3. Prepare a preliminary engineering report and summary transmittal letter for submittal to TCEQ.
4. Perform a horizontal and vertical survey of the proposed 0.5 MGD Wastewater Treatment Facility to locate visible topographic features. A boundary survey will be performed as part of this task.
5. Perform preliminary civil engineering services for the following treatment facilities:
  - a. Headworks facilities
  - b. Sequencing batch reactors (SBR)
  - c. Filters
  - d. Solids handling facilities
  - e. Disinfection facilities
  - f. Office/lab facilities
6. Perform a geotechnical analysis of the proposed WWTP site utilizing a qualified geotechnical laboratory to determine subsurface conditions and make recommendations regarding embedment, backfill and foundation parameters. The geotechnical analysis will include the following:
  - a. Subsurface exploration including up to ten (10) sample bores at various locations within the site.
  - b. Laboratory tests for classification purposes and strength characteristics.
  - c. Engineering services that address soil and groundwater conditions for proposed structure locations.
  - d. Prepare a geotechnical report that presents the results of the field and laboratory data as well as analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes.
7. Perform preliminary structural engineering services for the following facilities:
  - a. Headworks facilities
  - b. SBR
  - c. Filters
  - d. Solids handling facilities
  - e. Office/lab facilities
8. Perform preliminary architectural services for the following facilities:
  - a. Solids handling facilities
  - b. Office/lab facilities

9. Perform preliminary electrical engineering services for the following:
  - a. Headworks facilities
  - b. SBR
  - c. Filters
  - d. Solids handling facilities
  - e. Office/lab facilities
  - f. SCADA system improvements
10. Prepare 30% plans for CITY review. Plan sheets will be 11"x17" and include the following information:
  - Civil sheets
    - General notes
    - Site plan
    - Yard piping plan
    - Paving plan
    - Profiles
    - Grading plan
    - Details
  - Mechanical sheets
    - General notes
    - Equipment layout
    - Sections
    - Details
  - Structural sheets
    - General notes
    - Foundation plans
    - Building Sections
    - Roof plans
    - Details
  - Architectural sheets
    - Floor plans
    - Roof plans
    - Elevations
    - Details
  - Electrical sheets
    - Site plan
    - Floor plan
    - Sections
    - SCADA/Control and Instrumentation
    - Details
  - Plumbing sheets
    - Onsite water service
    - Onsite sanitary sewer

11. Update preliminary opinion of probable construction cost (OPCC) for the Phase 2 improvements from the Wastewater Treatment Facilities Master Plan.
12. Submit 30% plans, technical specifications and OPCC to CITY for review and comment.

**Meetings:**

- a. Prepare for and conduct a kick-off meeting with CITY.
- b. Prepare for and conduct a preliminary plan and specification review meeting with the CITY.

**Deliverables:**

- a. Meeting notes from kickoff meeting documenting agreed upon design criteria and project schedule.
- b. Ten (10) copies of 11"x17" plans.
- c. Ten (10) copies of preliminary OPCC.
- d. Ten (10) copies of preliminary technical specifications.

**Services/Deliverables provided by the CITY:**

- a. Attend kickoff meeting.
- b. Review and comment on the preliminary submittal.

**Task 2 – Final Design Services**

The CONSULTANT will perform the following professional services for this project phase, once the preliminary design has been approved by the CITY:

1. Prepare engineering plan sheets, specifications and construction Contract Documents for project bidding and regulatory approval. Plans will consist of 22" x 34" plan sheets. The CONSULTANT anticipates preparing approximately 150-200 plan sheets. The CONSULTANT will provide the following information on the plan sheets:
  - Civil sheets
    - General notes
    - Site plan
    - Profiles
    - Grading plan
    - Details
  - Mechanical sheets
    - General notes
    - Equipment layout
    - Sections
    - Details
  - Structural sheets
    - General notes
    - Foundation plans
    - Building Sections
    - Roof plans
    - Details



- Architectural sheets
    - Floor plans
    - Roof plans
    - Elevations
    - Details
  - Electrical sheets
    - Site plan
    - Floor plan
    - Sections
    - SCADA
    - Control and Instrumentation
    - Details
  - Plumbing sheets
    - Onsite water service
    - Onsite sanitary sewer
2. Prepare contract documents including technical specifications for materials and installation of the proposed improvements. The Contract Documents will be based upon the *Engineers Joint Contract Documents Committee* (EJCDC) documents. The NCTCOG *Standard Specifications for Public Works Construction* and the CITY's requirements for Public Works Construction will govern all other specifications.
  3. Submit to the CITY 60% and 90% plans, specifications, contract documents, and OPCC for review and comments.
  4. Make revisions based on the CITY's review comments.
  5. Submit final plans to the following regulatory agencies for review:
    - a. TCEQ
  6. Submit to the CITY final bidding documents for the project.

**Meetings:**

- a. Meet with the CITY one time to present 60% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- b. Meet with CITY one time to present 90% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- c. Meet with CITY one time to present Final Plans and Specifications, Contract Documents and an OPCC for this phase of the project.
- d. Prepare for and attend one (1) City Council meeting.

**Deliverables:**

- a. Ten (10) copies of 60% complete plans, specifications, contract documents and an OPCC for review and comment.
- b. Ten (10) copies of 90% complete plans, specifications, contract documents and an OPCC for review and comment.
- c. Two (2) copies of final plans for regulatory approval.

- d. Ten (10) copies of final plans, contract documents and an opinion of probable construction cost.
- e. PDF electronic copy of final documents.

Services/Deliverables provided by the CITY:

- a. Review and comment on the 60% submittal.
- b. Review and comment on the 90% submittal.

**Additional Services**

Additional services to be performed if authorized by the CITY, but which are not included in the above-described Scope of Services, are as follows:

- 1. Bidding Phase Services.
- 2. Construction Contract Administration Services.
- 3. Revisions to current TCEQ discharge permit limits.
- 4. Establish new survey monuments for any of the proposed sites.
- 5. Preparation of platting documents and/or real property survey for site acquisition.
- 6. Phase 3 services.
- 7. Accompanying the CITY when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The CONSULTANT will assist the CITY on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the CITY's compliance efforts.
- 8. Assisting CITY or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- 9. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- 10. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- 11. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the CITY.
- 12. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- 13. Any additional changes to the Contract Documents necessary to break the project into phases.
- 14. Additional meetings beyond those identified in the Scope of Services.

15. Preparation for and attendance to public meetings to discuss the project beyond those identified in the Scope of Services.

16. Any services not listed in the Scope of Services.

**Special Terms of Compensation:**

Kimley-Horn will perform the services for the following tasks for the total lump sum fee below.

**WWTP #1 Rehabilitation**

Tasks 1 -3

**Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main**

Task 3

Task 5

**0.5 MGD Wastewater Treatment Facility**

Tasks 1-2

Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the CITY.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Kimley-Horn will perform the services for the following tasks on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

**WWTP #1 Rehabilitation**

Task 4

**Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main**

Task 4

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 25 days of your receipt of the invoice.

Kimley-Horn recommends that the CITY budget the following for these services:

**WWTP #1 Rehabilitation**

Task 1 – Preliminary Design	\$ 35,000	(Lump Sum)
Task 2 – Final Design	\$ 50,000	(Lump Sum)
Task 3 – Bidding	\$ 10,000	(Lump Sum)
Task 4 – Construction Phase Services	\$ 25,000	(Reimbursable)

<b>Subtotal</b>	<b>\$120,000</b>	<b>(Reimbursable)</b>
<b><u>Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main</u></b>		

Task 3 - Preliminary Design	\$250,000	(Lump Sum)
Task 4 - Permitting	\$ 40,000	(Reimbursable)
Task 5 - Final Design	\$300,000	(Lump Sum)
<b>Subtotal</b>	<b>\$590,000</b>	<b>(Reimbursable)</b>

**0.5 MGD Wastewater Treatment Facility**

Task 1 - Preliminary Design	\$350,000	(Lump Sum)
Task 2 - Final Design	\$450,000	(Lump Sum)
<b>Subtotal</b>	<b>\$800,000</b>	<b>(Lump Sum)</b>

Based on current information, Kimley-Horn estimates that labor fees will be approximately \$1,510,000. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

It is agreed that the CONSULTANT shall not proceed with any services required under this Agreement in excess of an initial authorization of \$300,000 without the written authorization from the City. The services to be performed under the initial authorization shall be determined in the professional opinion of the CONSULTANT to be prudent considering the customary professional skill and care necessary to provide for the expeditious and orderly progress of the Project.

For planning purposes, the following tasks are anticipated for Phase 3.

**Sanitary Sewer Interceptor, SH 78 Lift Station and Force Main**

<b>Future Phase 3</b>		
Task 6 – Bidding	\$ TBD	(Lump Sum)
Task 7 – Construction Phase Services	\$ TBD	(Reimbursable)
<b>Subtotal</b>	<b>\$TBD</b>	<b>(Estimated)</b>

**0.5 MGD Wastewater Treatment Facility**

<b>Future Phase 3</b>		
Task 3 - Bidding	\$ TBD	(Lump Sum)
Task 4 – Construction Phase Services	\$ TBD	(Reimbursable)
<b>Subtotal</b>	<b>\$ TBD</b>	<b>(Estimated)</b>

**EXHIBIT B**  
**Standard Rate Schedule**

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**Kimley-Horn and Associates, Inc.**

**Standard Rate Schedule**

(Hourly Rate)

Clerical/Administrative Support	\$70 - \$125
Technical Support	\$65 - \$160
Analyst	\$145 - \$165
Designer	\$170 - \$180
Professional	\$150 - \$205
Senior Professional II	\$190 - \$240
Senior Professional I	\$230 - \$250

*Effective July 2016*

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon water rates outside of corporate city limits.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	Document showing rate reduction project
Related Link(s)	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Ben White to lead discussion.</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to another agenda. _____</li> <li>• No motion, no action</li> </ul>

# Outside City Limits Rate Reduction Project

Water Rate Class	Number	Current		Future		Difference
		Percent	Revenue	Percent	Revenue	
Residential Outside New	68	200	5302.65	130	3446.72	1855.93
Residential Outside Old	37	150	1727.51	130	1122.88	604.63

Monthly Loss
2,460.56

Yearly Loss
29,526.67

First Year Loss
9,842.22

Second Year Loss
19,684.45

Third/Subsequent Year Loss
29,526.67

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Update from the Fire Marshal.
To	Mayor and Council Members
From	Ben White, City Manager
Date	April 25, 2017
Attachment(s)	None
-	<a href="http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php">http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php</a>
Consideration and Discussion	<ul style="list-style-type: none"> <li>• Jason Browning, Fire Marshal, to give update</li> <li>• City Council discussion as required.</li> </ul>
Action	<ul style="list-style-type: none"> <li>• Motion/second/vote <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Approve with Updates</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <li><input type="checkbox"/> Approve</li> <li><input type="checkbox"/> Disapprove</li> </ul> </li> <li>• Move item to a future agenda. _____</li> <li>• No motion, no action</li> </ul>